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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**
**COUNTY OF ALAMEDA**

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| NIA HUDSON, as an individual and on behalf of all other similarly situated Class Members,<br><br>Plaintiff,<br><br>v.<br><br>PLAY-WELL TEKNOLOGIES LLC; TIMOTHY D. BOWEN; and DOES 1-100, inclusive,<br><br>Defendants. | Case No.: 25CV113278<br><br>Hon. Somnath Raj Chatterjee<br>Dept. 21<br><br>**JOINT STIPULATION OF CLASS ACTION & PAGA SETTLEMENT & RELEASE**<br><br>Complaint Filed: February 25, 2025<br>Trial Date: None Set |


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**JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE**

This Class Action and Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") Settlement Agreement ("Settlement Agreement" or "Agreement") is made by and between Plaintiff Nia Hudson ("Plaintiff"), as an individual and on behalf of all others similarly situated and aggrieved, as well as the State of California; and Defendant Timothy Bowen dba Play-Well Teknologies (erroneously sued as Playwell Teknologies LLC) ( "Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

## I. DEFINITIONS

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

1. The "Actions" means *Nia Hudson v. Play-Well Teknologies LLC, et al.,* Alameda Superior Court Case No.: 24CV087281 (PAGA action), and *Nia Hudson v. Play-Well Teknologies LLC, et al.,* Alameda Superior Court Case No.: 25CV113278 (class action).

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Actions. Class Counsel will request attorneys' fees not in excess of one-third of the Gross Settlement Amount, or One Hundred Twenty Thousand Eight Hundred and Thirty-Three Dollars and Thirty-Three Cents ($120,833.33). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Actions, up to, Twenty Thousand Dollars and Zero Cents ($20,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

3. "Class Counsel" means Crosner Legal P.C.

4. "Class List" means a complete list of all Class Members that Defendant will diligently



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and in good faith compile from its records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address; Social Security number; dates of employment; each Class Member's work weeks during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class Member(s)" means all current and former non-exempt employees employed by Defendant in California at any time between February 25, 2021 through the date of preliminary approval ("Class Period").

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

7. "Class/PAGA Representative Enhancement Payments" means the amounts to be paid to Plaintiff in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and the State of California and for the release of those claims alleged in the Complaint, Released Class Claims, and Released PAGA Claims, as defined below. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class/PAGA Representative Enhancement Payments of up to Ten Thousand Dollars ($10,000), which Defendant will not oppose.

8. "Class Period" means the period that is covered by the settlement, which is February 25, 2021 through the date of Preliminary Approval, or as modified in paragraph 49.

9. "Court" means the Alameda County Superior Court.

10. "Defendant" means Timothy Bowen dba Play-Well Teknologies (erroneously sued as Playwell Teknologies LLC)

11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating



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Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgement; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

12. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement after the filing of an appropriate motion by Plaintiff and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the class and Settlement and to object to the Settlement.

13. "Gross Settlement Amount" means the maximum amount Defendant shall pay in connection with this settlement, except as set forth in this agreement. Subject to Court approval and the terms of this Agreement, the maximum Gross Settlement Amount Defendant shall be required to pay is Three Hundred Sixty Two Thousand and Five Hundred Dollars and Zero Cents ($362,500.00), to be paid by Defendant in six equal monthly payments and a seventh and final balloon payment, with the first installment payment to be made within thirty (30) calendar days from the date of Final Approval and every subsequent installment payment to be made within thirty (30) calendar days from the preceding payment, in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class/PAGA Representative Enhancement Paymentss, the PAGA Settlement Amount, and Settlement Administration Costs. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

14. "Individual PAGA Payment" means each PAGA Member's respective share of the PAGA Fund as provided by this Settlement Agreement.

15. "Individual Settlement Payment" means each Participating Class Member's respective share of the Net Settlement Fund as provided by this Settlement Agreement.

16. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Court-approved amounts for the Attorneys' Fees and Costs, the Class/PAGA Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net



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Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

17. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

18. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

19. "PAGA Members" all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.

20. "PAGA Period" means the period from June 7, 2023 through the date of Preliminary Approval.

21. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiff's claim under PAGA ("PAGA Settlement"). The Parties have agreed that Twenty-Five Thousand Dollars ($25,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to the version of PAGA in effect at the time Plaintiff submitted her notice letters to the California Labor and Workforce Development Agency, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars ($18,750) of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("Labor and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Six Thousand Two Hundred and Fifty Dollars ($6,250) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, regardless whether they request to be excluded from the Settlement Class. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties, and therefore shall not be subject to wage withholdings, and shall therefore be reported on IRS Form 1099.

22. "Parties" means Plaintiff and Defendant collectively.



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23. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

24. "Plaintiff" means Plaintiff Nia Hudson .

25. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

26. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the original Complaints and any amended complaints. The Released Class Claims are those that accrued during the Class Period.

27. "Released PAGA Claims" means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were exhausted in Plaintiff's pre-dispute PAGA letter for all PAGA Members. The Released PAGA Claims are those that accrued during the PAGA Period. The release of the Released PAGA Claims shall be effective as to all PAGA Members, regardless of whether a PAGA Member submitted a request for exclusion from the Class.

28. "Released Parties" means Defendant, their past and present officers, directors, shareholders, managers, partners, members, exempt employees.

29. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

30. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.



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Postal Service is open.

31. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated to be $10,000.00.

32. "Settlement Administrator" means Phoenix Class Action Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

## II. RECITALS

33. Plaintiff Hudson filed the Class Case on February 25, 2025 in the Superior Court for the County of Alameda. Plaintiff Hudson alleged on behalf of a putative class of non-exempt employees that she was owed back wages, break premiums, penalties, business expenses, and other damages under the California Labor Code and Unfair Competition Law.

34. On June 7, 2024, Plaintiff Hudson submitted a notice letter to the California Labor and Workforce Development Agency alleging Labor Code violations against Defendant. On August 15 2024, she filed the PAGA Case in the Superior Court for the County of Alameda. She sought civil penalties arising from Defendant's alleged Labor Code violations subjected to her and other aggrieved employees.

35. On February 25, 2026, Defendant took Plaintiff's deposition.

36. On May 28, 2026, the Parties participated in an all-day mediation presided over by Jeff Owensby, Esq. which led to this Agreement to resolve the Class Case and the PAGA Case.

37. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by



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Defendant that the claims in the Actions of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions.

38. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims in the Actions through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Actions, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Actions. Plaintiff and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, adequate, and reasonable and is in the best interests of all Class Members.

39. Defendant has concluded that any further defense of the Actions would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources would be devoted to the defense of the claims asserted by Plaintiff. Defendant also has taken into account the risks of further litigation in reaching their decision to enter into this settlement. Even though Defendant contends they are not liable for any of the claims alleged by Plaintiff in the Actions, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement and to put to rest the claims alleged in the Actions. Defendant has asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement Agreement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Actions. Defendant contends they have complied with all



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applicable state, federal, and local laws.

## III. MONETARY TERMS

40. Funding of the Gross Settlement Amount. Defendant will deposit seven monthly installment payments of the Gross Settlement Amount of Three Hundred Sixty Two Thousand and Five Hundred Dollars and Zero Cents ($362,500.00) into a Qualified Settlement Account to be established by the Settlement Administrator. The first six installments shall be Fifty-Thousand Dollars and Zero Cents ($50,000.00) and the final installment shall be Sixty-Two Thousand Five Hundred Dollars and Zerto Cents ($62,500.00). Defendant will pay the employers' share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class/PAGA Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. If no objection to the Settlement is made, then Defendant will deposit the first installment of the Gross Settlement Amount and the employers' share of payroll taxes for that first installment within thirty (30) calendar days after the Effective Date ("Funding Date"). The second through seventh monthly installment payments of the Gross Settlement Amount will be deposited within thirty (30) calendar days from the date of the previous installment payment. With each second through seventh installment payment the Defendant shall also deposit the employers' share of payroll taxes associated with that particular installment payment within thirty (30) calendar days from the date of the previous installment payment. If an objection to the Settlement is made but no appeal is filed, then Defendant shall fund the first installment of the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) calendar days of the running of the appeal period. If an appeal is filed, then Defendant shall fund the first installment of the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes for that first installment within thirty (30) calendar days of the date the Judgment is Final and no longer subject to appeal. Defendant will transfer the Gross Settlement Amount to the Settlement Administrator by Automatic Clearing House or wire transfer. All of the Gross Settlement Amount will be disbursed pursuant to this Settlement Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, then no portion of



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the Gross Settlement Amount shall be paid.

41. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Twenty Thousand Eight Hundred and Thirty-Three Dollars and Thirty-Three Cents ($120,833.33) plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars ($20,000), both of which will be paid from the Gross Settlement Amount. If the Court approves Attorneys' Fees and Costs of less than this amount, the Administrator will allocate the remainder to the Net Settlement Fund for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees and Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of Attorneys' Fees or Costs.

42. Class/PAGA Representative Enhancement Payments. In recognition of their efforts and work in prosecuting the Actions on behalf of Class Members and PAGA Members, Defendant agrees not to oppose or impede any application or motion for a Class/PAGA Representative Enhancement Payments of up to Ten Thousand Dollars ($10,000) for Plaintiff. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class/PAGA Representative Enhancement Payments. Payroll tax withholding and deductions will not be taken from the Class/PAGA Representative Enhancement Payments and instead a Form 1099 will be issued to Plaintiff with respect to the payments, who will assume full responsibility and liability for the taxes, penalties, and/or any interest arising as a result of payment of the Class/PAGA Representative Enhancement Payments. Plaintiff understands and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of the Class/PAGA Representative Enhancement Payments sought by Plaintiff is not ultimately awarded by the Court. If the Court approves Class/PAGA Representative Enhancement Payments of less than the amounts requested,



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the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members.

43. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be $10,000.00. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations. Prior to Plaintiff's filing a motion for final approval of the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date.

44. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Twenty Five Thousand Dollars ($25,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claims. Pursuant to the versions of PAGA in effect when Plaintiff submitted her notice letter, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars ($18,750), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("Labor and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Six Thousand Two Hundred and Fifty Dollars ($6,250) ("PAGA Fund"), of the PAGA Settlement will be paid to PAGA Members. Individual PAGA Payments shall be calculated by dividing each Class Member's total workweeks during the PAGA Period by the total aggregate workweeks during the PAGA Period and multiplying the result by the PAGA Fund. If the Court approves a PAGA Settlement Amount of less than $25,000, the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members. All PAGA Members will be sent their share of the PAGA Settlement Amount and the LWDA will be subject to the release of the Released PAGA Claims as to all PAGA Members as set forth below, whether or not any PAGA Members opt out of the class settlement. One hundred percent (100%) of the PAGA Settlement Amount is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

45. No Right to Exclusion or Objections to the PAGA Settlement. Because this portion of the settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no



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PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

46. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

47. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

48. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number or workweeks worked by each Class Member during the Class Period and/or PAGA Period. The Parties recognize that the Individual Settlement Payments to be paid to the Participating Class Members are for wages, interest, and penalties. Specific calculations of Individual Settlement Payments will be made as follows:

(a) Payments from the Net Settlement Fund. The Administrator shall calculate Individual Settlement Payments allocated to Class Members calculate 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.

(b) Payments from the PAGA Fund. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members 25% share of PAGA Penalties ($6,250.00) by the total number of workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

49. Escalator. If the number of workweeks worked by class members during the Class Period exceeds 21,000 by more than 10% (*i.e.*, more than 23,100 workweeks), the GSA will increase pro rata per



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additional class member or additional workweek, whichever is greater. In the alternative, Defendant may elect to change the end date of the Class Period and release so that the number of workweeks does not exceed 23,100. If Defendant elects to cut-off the Class Period it must notify Plaintiff's counsel of its intention to do so at least 21 Court days prior to the hearing date on Plaintiff's Motion for Preliminary Approval.

50. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7% of the total of all Class Members, Defendant may, but is not obligated to, withdraw from the Agreement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have not force or effect whatsoever, and that neither Pary will have any further obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. If Defendant withdraws under this clause it will be solely responsible for all settlement administration expenses incurred.

## IV. SETTLEMENT ADMINISTRATION

51. Appointment of Settlement Administrator. After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Phoenix Class Action Administrators as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Settlement Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) preparing, printing, and mailing the Notice Packet to all Class Members; (ii) conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; (iii) re-mailing Notice Packets that are returned to the Class Member's new address; (iv) setting up a toll-free telephone number to receive calls from Class Members; (v) receiving and reviewing for validly completed Requests for Exclusion; (vi) providing the Parties with weekly status reports about the delivery of Notice Packets and receipt of completed Requests for Exclusion; (vii) calculating Individual Settlement Payments; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) issuing the tax reports required under this Settlement; (x) keeping the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement; and (xi) otherwise administering



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the Settlement pursuant to this Settlement Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Settlement Payment, subject to the dollar limitations and calculations set forth in this Settlement Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

52. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties also have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Settlement Agreement.

53. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to Settlement Administrator employees who need access to the Class List to effect and perform under this Settlement Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class List omitted class member identifying information and to provide a corrected or updated Class List as soon as reasonably feasible. If any or all of the Class List is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class List prior to when it must be submitted to the Settlement Administrator.

54. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via



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regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

55. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly (i.e., no later than seven (7) business days after receipt of the undelivered Notice Packet) via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days from the date the Settlement Administrator re-mails the Notice Packet or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

56. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the Class Member's workweeks during the Class Period and during the PAGA Period, if applicable; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Requests for Exclusion, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

If the procedures detailed in this Settlement Agreement are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Judgment.



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57. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or workweek calculations. Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline. Any dispute as to this allocation shall be resolved by the Settlement Administrator. If a Notice Packet is re-mailed less than fifteen (15) days prior to the Response Deadline, the response date for disputes will be extended an additional fifteen (15) days.

58. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

59. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. If a Notice Packet is re-mailed less than fifteen (15) days prior to the Response Deadline, the response date for opt-outs will be extended an additional fifteen (15) days. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity.

A Non-Participating Class Member will not participate in or be bound by the settlement and the Judgment, except that a PAGA Member will still be paid their allocation of the PAGA Fund and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.



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Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Settlement Agreement, and nothing in this Settlement Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. Persons who submit a Request for Exclusion shall not be permitted to file objections to the settlement or appear at the Final Approval Hearing to voice any objections to the settlement.

(a) Report. Not later than ten (10) calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all non-Participating Class Members.

60. Objection Procedures. To object to the Settlement Agreement, a Class Member may fax, email, or mail a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement. Class Members who do not submit written objections or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

61. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, any re-mailings of the Notice Packet, and whether any Class Member has submitted a



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challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

62. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

63. Un-cashed Settlement Checks. The Parties have agreed on East Bay Community Law Center as the "Cy Pres Recipient." Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to East Bay Community Law Center , and the Participating Class Member or PAGA Member will remain bound by the Settlement. The Parties agree that this disposition satisfies section 384 of the California Code of Civil Procedure, because distribution of unclaimed funds to East Bay Community Law Center will further the purposes of the underlying class action.

64. Certification of Completion. Upon completion of administration of the Settlement, and no later than ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties, which will include a final report on the disbursements of all funds from the Gross Settlement Amount.

65. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Twenty Five Percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued (i.e., the "Wage Portion"); and (b) Seventy-Five (75%) will be allocated as non-wages, including penalties and interest, for which IRS Forms 1099-MISC will be issued (i.e., the "Non-Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and the Non-Wage Portion shall not be subject to wage withholdings.

66. Administration of Taxes by the Settlement Administrator. The Settlement Administrator



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will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities in a timely manner.

## V. RELEASES OF CLAIMS

67. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

68. Releases by Participating Class Members. The claims released by Class Members, other than those who submit requests for exclusion (the "Released Class Claims") are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the original Complaints and any amended complaints. The Released Class Claims are those that accrued during the Class Period.

69. Releases by LWDA. The claims released by the LWDA (the "Released PAGA Claims") are all claims for PAGA civil penalties that were exhausted in Plaintiff's pre-dispute PAGA letter for all Aggrieved Employees regardless of whether they opt out of the class portion of the settlement.

70. Release by Plaintiff. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties arising out of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for or termination of such employment committed or omitted prior to the execution of this Agreement ("Plaintiff's Release"). Plaintiff's 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'



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compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

71. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California 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.**

## VI. COURT APPROVAL

72. Preliminary Approval Hearing. The Parties agree that the Actions should be consolidated and shall stipulate to an order consolidating the Actions. Once the Actions are consolidated, Plaintiff will obtain a hearing before the Court in the consolidated Actions to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. The Parties agree that provisional certification of the class is for settlement purposes only and is in no way an admission by Defendant in the Actions or in any other proceeding that class certification is proper. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.



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73. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class/PAGA Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Fund, Class/PAGA Representative Enhancement Payment, or Attorneys' Fees and Costs, will not constitute a material modification to the Settlement within the meaning of this paragraph.

Additionally, no later than ten (10) days before the date by which Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Settlement Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and deficient Requests) and objections received. Prior to the final approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

74. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction under CCP Section 664.6 solely for purposes of addressing: (a) the interpretation, implementation. and enforcement of the terms of the Settlement and all orders and judgments entered in connection therewith, (b) Settlement administration



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matters, and (c) such post-Judgment matters as may be appropriate under court rules or applicable law or as set forth in this Settlement Agreement. Further, upon the Court's final approval of the Settlement, the Settlement Administrator shall post a copy of the Judgment on its website within seven (7) calendar days of entry of the Judgment.

## VII. ADDITIONAL PROVISIONS

75. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defendant's Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

76. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

78. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning, and this Settlement Agreement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Actions, and shall not be used in any other civil, criminal, or administrative action against Defendant



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or any of the other Released Parties. In the event an appeal is filed from the order granting final approval or Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or any other appellate review, shall be paid fifty percent by Defendant and fifty percent by Plaintiff and paid to the Settlement Administrator.

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

80. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements, representations, warranties, covenants or inducements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

81. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

82. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If 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 may seek the assistance of the Court to resolve such disagreement. The Parties have cooperated in the



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drafting and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall not be construed against any of the Parties.

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

84. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

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

86. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

87. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and conditions of this Settlement Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby agree to waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ and appeals. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the 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 becomes final.



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88. 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, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen court days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class/PAGA Representative Enhancement Payments or the Attorneys' Fees and Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

89. LWDA Submission After Judgment. Within 10 days after entry of Judgment or any order granting or denying an award of PAGA penalties, Class Counsel shall submit a copy of the Judgment or order to the LWDA through the LWDA online filing system, as required by Labor Code section 2699(s)(3)-(4).

90. The Parties Will Not Encourage Class Members to Opt Out or Object. The Parties agree that they and their respective counsel and employees will not encourage any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with, and to advise, Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

92. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.



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93. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

95. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

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

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and all Class Members, subject to the terms and conditions hereof and the Court's approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

99. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the Actions shall be stayed, except to effectuate the terms of this Settlement Agreement. The Parties further



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agree that upon the signing of this Settlement Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this settlement process.

Dated: 10 / 15 / 2026

PLAINTIFF NIA HUDSON

Nia Hudson

Dated: _____

DEFENDANT TIMOTHY BOWEN

_____

Dated: 10/15/2026

CROSNER LEGAL, PC

Brandon Brouillette
Zach Crosner

Attorneys for Plaintiff Nia Hudson

Dated: October 23, 2026

HANSON BRIDGETT LLP

Molly Kaban
Adrianna Kourafas
Annureet Bezwada

Attorneys for Defendant Timothy Bowen dba Play-Well Teknologies



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Dated: _____

PLAINTIFF NIA HUDSON

_____

Dated: 10/23/2026

DEFENDANT TIMOTHY BOWEN

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TIM BOWEN
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Dated: _____

CROSNER LEGAL, PC

_____
Brandon Brouillette
Zach Crosner

Attorneys for Plaintiff Nia Hudson

Dated: _____

HANSON BRIDGETT LLP

_____
Molly Kaban
Adrianna Kourafas
Annureet Bezwada

Attorneys for Defendant Timothy Bowen dba Play-Well Teknologies