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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANGELINA GOMEZ GONZALEZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

VEGE LABS LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV13232

Assigned for All Purposes to:
Hon. Theresa M. Traber

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: May 28, 2024
FAC Filed: August 8, 2024
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Angelina Gomez Gonzalez (“Plaintiff”) and Defendant Vege Labs LLC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Angelina Gomez Gonzalez, individually, and on behalf of all others similarly situated; v. Vege Labs LLC, a limited liability company; and DOES 1 through 10, inclusive*, Case No. 24STCV13232 initiated on May 28, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement subject to the Court’s approval.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement, and subject to the Court’s approval.
- 1.4. “Aggrieved Employee” means all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the PAGA Period.
- 1.5. “Class” is defined as “all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period.”
- 1.6. “Class Counsel” means Seung Yang, Tiffany Hyun and Jeffrey P. Jackson of THE SENTINEL FIRM, APC, subject to approval by the Court
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, subject to approval by the Court.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, last-known telephone

number, Social Security number, number of Class Period Workweeks and PAGA Pay Periods, and any other information reasonably required by the Settlement Administrator in order to effectuate the terms of the Settlement.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “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/or direct contact by the Administrator with Class Members.

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

1.12. “Class Period” means the period from June 3, 2023 through June 17, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.13. “Class Representative” means the named Plaintiff Angelina Gomez Gonzalez in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, subject to approval by the Court.

1.15. “Court” means the Superior Court of California, County of Los Angeles, overseeing the Action.

1.16. “Defendant” means Vege Labs, LLC.

1.17. “Defense Counsel” means John A. Haubrich and Anna Rozman of O’HAGAN MEYER LLP.

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

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means **One Hundred Fifty Thousand (\$150,000.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive penalties under Labor Code § 2699(i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under

Labor Code § 2699(m).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. Because the Parties understand that Defendant paid the Class Members and Aggrieved Employees on a weekly basis, the PAGA Pay Periods and Class Period Workweeks are expected to be the same. PAGA Pay Periods will be based on hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.
- 1.31. “PAGA Period” means the period from June 3, 2023 through June 17, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s June 3, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$15,000.00, allocated 25% to the Aggrieved Employees (\$3,750.00) and the 75% to the LWDA (\$11,250.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.
- 1.36. “Plaintiff” means Angelina Gomez Gonzalez, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the

Settlement, consisting of it preliminarily approving settlement of Class claims and approving settlement of the PAGA claims

1.38. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1.2 below.

1.40. “Released Parties” means: Defendant and its former, present, and future its parents, subsidiaries, affiliated entities, equity sponsors, and related companies/corporations and/or partnerships (specifically including but not limited to Defendant’s registered entities, subject to proof), and each of their respective past, present, and future owners, principals, officers, directors, members, shareholders, managers, agents, trustees, employees, contractors, consultants, attorneys and legal counsel, accountants, insurers, reinsurers, representatives, divisions, partners, joint venturers, predecessors, successors, assigns, actual or alleged joint employers, actual or alleged integrated enterprises, and alter-egos.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member, pursuant to Section 7.5 of this Agreement.

1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Class portion of the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at

1 least one day, during the Class Period or PAGA Period. Workweeks shall be based on hire
2 dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any
3 periods of leave, and dates of any transition between non-exempt and exempt status.

4 **2. RECITALS.**

5 2.1. On May 28, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles
6 Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194,
7 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay
8 Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4)
9 Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor
10 Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203
11 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to
12 Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair
13 Business Practices). On August 8, 2024, Plaintiff filed a First Amended Complaint, alleging the same claims,
14 and adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First
15 Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant
16 denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply
17 with the laws identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all
18 liability for all of the causes of action alleged.

19 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
20 the LWDA by sending the PAGA Notice on June 3, 2024, a copy of which is attached to this Settlement as
21 **Exhibit B.**

22 2.3. On April 18, 2025, the Parties participated in an all-day mediation presided over by Kelly
23 Knight, Esq. and reached an agreement to settle the Action.

24 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and
25 information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and
26 time records for the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for Court approval
27 set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
28 *Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of **\$150,000.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the Final Approval Motion. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using the appropriate IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment, and agrees to indemnify Defendant and the Released Parties and hold them harmless for any responsibility, tax, fees, costs, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service Payment. Defendant also agrees that it shall adopt a neutral reporting policy regarding any future employment references related to Plaintiff.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate and distribute the remainder as part of the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim as to any portion of the 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 appropriate IRS-1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees it will indemnify Defendant and Released Parties and hold them harmless for any responsibility, liability, claim, complaint, damages, penalties, cost, fees, interest or any other actual or potential damages arising from (a) any dispute or controversy regarding any division or sharing of any of these Payments, and (b) any claim or liability for taxes, penalties, fees, costs or interest arising as a result of the Class Counsel Fee Payment and/or Class Counsel Litigation Expense Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,790.00 except upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than, or the Court approves payment less than this amount, the Administrator will retain, and distribute such remainder as part of the Net Settlement Amount. Apex Class Action Administrators has been selected as the Administrator, based upon its "not to exceed" bid of \$4,790.00.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating

1 Class Member's Individual Class Payment will be allocated to settlement of
2 wage claims (the "Wage Portion"). The Wage Portion of each Individual
3 Class Payment is subject to tax withholding and will be reported on an IRS
4 W-2 Form. The other 80% of each Participating Class Member's Individual
5 Class Payment will be allocated to settlement of claims for interest and
6 penalties (the "Non-Wage Portion"). The Non-Wage Portion of each
7 Individual Class Payment is not subject to wage withholdings and will be
8 reported on IRS 1099 Forms. Participating Class Members assume full
9 responsibility and liability for any taxes owed on their Individual Class
10 Payments and agree to indemnify Defendant and hold it harmless for any
11 responsibility, liability, claim, complaint, damages, penalties, interest or any
12 other actual or potential damages arising from Participating Class Members'
13 obligations to pay taxes owed on these Payments, and will indemnify and
14 hold harmless Released Parties from any claim or liability for taxes,
15 penalties, fees, or interest arising as a result of the such Individual Class
16 Payments.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
18 Class Payments. Non-Participating Class Members will not receive any
19 Individual Class Payments. The Administrator will retain amounts equal to
20 their Individual Class Payments in the Net Settlement Amount for
21 distribution to Participating Class Members on a pro rata basis.

22 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000.00 be
23 paid from the Gross Settlement Amount, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment
24 and 25% (\$3,750.00) allocated to Individual PAGA Payments.

25 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
26 dividing the amount of the Aggrieved Employees' 25% share of PAGA
27 Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked
28 by all Aggrieved Employees during the PAGA Period and (b) multiplying

the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments, and will indemnify and hold harmless Defendant and Released Parties from any claim or liability for taxes, penalties, fees, or interest arising as a result of such Individual PAGA Payment

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on the appropriate IRS 1099 Forms, and no taxes or withholdings shall be deducted from such payments

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of April 18, 2025, the number of Workweeks worked by the estimated 98 class members during the period from June 3, 2023 to June 17, 2025 is estimated to be 5,172. The Parties' understanding is that Pay Periods occurred weekly and have the same definition within this Agreement as Workweeks; as such, the number of Aggrieved Employee Pay Periods is estimated to be 5,172.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,
2 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
3 of the Gross Settlement Amount by transmitting the funds to the Administrator within twenty-eight (28)
4 days of the Effective Date.

5 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
6 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
8 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses
9 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
10 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
11 precede disbursement of Individual Class Payments and Individual PAGA Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class
14 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
15 when the check will be voided, which date shall be one hundred eighty (180) days
16 after the date of mailing. The Administrator will cancel all checks not cashed by the
17 void date. The Administrator will send checks for Individual Settlement Payments
18 to all Participating Class Members (including those for whom Class Notice was
19 returned undelivered). The Administrator will send checks for Individual PAGA
20 Payments to all Aggrieved Employees including Non-Participating Class Members
21 who qualify as Aggrieved Employees (including those for whom Class Notice was
22 returned undelivered). The Administrator may send Participating Class Members a
23 single check combining the Individual Class Payment and the Individual PAGA
24 Payment. Before mailing any checks, the Settlement Administrator must update the
25 recipients' mailing addresses using the National Change of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
27 Members whose checks are returned undelivered without USPS forwarding address.
28 Within seven (7) days of receiving a returned check the Administrator must re-mail

checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

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

5. RELEASES OF CLAIMS.

As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendant and Released Parties from any and all of the claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the

subsequent discovery or existence of such different or additional facts. Additionally, Plaintiff releases the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from their employment with the Defendant. The released claims include, without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, et seq.; (15) the California Government Code; and (16) the California Wage Orders (collectively “Claim” or “Claims”) which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time had, owned or held, or claimed to have, own or hold against Defendant and any of the Released Parties up to and including, as of the final approval of this Settlement Agreement. (Everything released based on the above as well as everything released as part of the Released Class Claims discussed below will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ 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 agrees, 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.

5.1.2. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross Settlement Amount, Plaintiff, as agent and proxy of the LWDA, shall fully and

1 finally release and discharge Defendant and Released Parties from any and all claims
2 for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA
3 arising out of the violations alleged in the Action and the PAGA Notice submitted
4 in connection with the Action. This release is limited to claims arising during the
5 PAGA Period.

6 5.1.3. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
7 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
8 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

9 **A general release does not extend to claims that the creditor or**
10 **releasing party does not know or suspect to exist in his or her favor**
11 **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.

12 5.2. Release by Participating Class Members: Upon Approval by the Court and upon funding of
13 the Gross Settlement Amount, all Participating Class Members release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
15 assigns, Defendant and Released Parties from any and all class claims that were alleged, or reasonably could
16 have been alleged, based on the same or substantially similar facts stated in the operative Complaint in the
17 Action, for the duration of the Class Period, including, (1) Failure to Pay All Overtime Wages Owed; (2)
18 Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize
19 and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Timely
20 Pay Final Wages; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition,
21 and for violation of the relevant Wage Orders issued by the Industrial Welfare Commission based on the same
22 or substantially similar facts stated in the Operative Complaint, and any and all related claims for attorneys' fees
23 and costs.

24 5.3. Release by Aggrieved Employees: Upon Approval by the Court and upon funding of the
25 Gross Settlement Amount, all Aggrieved Employees (whether Participating or Non-Participating Class
26 Members) release, behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, Defendant and Released Parties from all claims for
28 PAGA penalties that were alleged, or reasonably could have been alleged, based on the same or substantially

similar facts and claims as stated in the operative Complaint in the Action and Plaintiff's PAGA Notice filed with the LWDA on June 3, 2024, for the duration of the PAGA Period, including claims for, (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Timely Pay Final Wages; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and for violation of the relevant Wage Orders issued by the Industrial Welfare Commission based on the same or substantially similar facts stated in the Operative Complaint, and any and all related claims for attorneys' fees and costs.

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Declaration in Support of Preliminary Approval. If the Court requests further information regarding Defendant's inability to pay for a settlement that is more than the Gross Settlement Amount, Defendant shall provide a declaration attesting to the reasons for its inability to do so. The declaration shall contain sufficient information for the Court to determine whether the financial discount provided herein is justified. Because funds from uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property Fund, Defendant and Defense Counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a "cy pres recipient."

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class

Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional

1 relationship arising out of prior experiences administering settlements.

2 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
3 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
4 federal tax authorities.

5 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
6 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7 7.4. Notice to Class Members.

8 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
9 shall notify Class Counsel that the list has been received and state the number of
10 Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the
11 Class Data. If the Escalator Clause under Paragraph 8 is triggered, the Administrator
12 shall notify the Parties at the same time.

13 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
14 (14) days after receiving the Class Data but not before confirming Defendant’s
15 election under Paragraph 8, if applicable, the Administrator will send to all Class
16 Members identified in the Class Data, via first-class United States Postal Service
17 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
18 attached to this Agreement as Exhibit A. The first page of the Class Notice shall
19 prominently estimate the dollar amounts of any Individual Class Payment and/or
20 Individual PAGA Payment payable to the Class Member, and the number of Class
21 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
22 Class Notices, the Administrator shall update Class Member addresses using the
23 National Change of Address database.

24 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
25 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
26 Class Notice using any forwarding address provided by the USPS. If the USPS does
27 not provide a forwarding address, the Administrator shall conduct a Class Member
28 Address Search, and re-mail the Class Notice to the most current address obtained.

The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice or as otherwise extended for re-mailed Class Notices as described herein. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, subject to extension for remailed Class Notices as described herein.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails

1 to contain all the information specified in the Class Notice. The Administrator shall
2 accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable
5 or otherwise susceptible to challenge. If the Administrator has reason to question
6 the authenticity of a Request for Exclusion, the Administrator may demand
7 additional proof of the Class Member's identity. The Administrator's determination
8 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

9 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
10 is deemed to be a Participating Class Member under this Agreement, entitled to all
11 benefits and bound by all terms and conditions of the Settlement, including the
12 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,
13 regardless whether the Participating Class Member actually receives the Class
14 Notice or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive any benefits, including an
17 Individual Class Payment under this Agreement, or have the right to object to the
18 class action components of the Settlement. Because future PAGA claims are subject
19 to claim preclusion upon entry of the Judgment, Non-Participating Class Members
20 are eligible for an Individual PAGA Payment.

21 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
22 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class
23 Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods
24 (if any) allocated to the Class Member in the Class Notice. The Class Member may
25 challenge the allocation by communicating with the Administrator via fax, email or mail.
26 The Administrator must encourage the challenging Class Member to submit supporting
27 documentation. In the absence of any contrary documentation, the Administrator is entitled
28 to presume that the Workweeks contained in the Class Notice are correct so long as they are

consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

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

7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved Employees have no right to object to or intervene in any of the PAGA components of the Settlement.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, the Final Approval and the Judgment on the Administrator's website. The

1 Administrator will also maintain and monitor an email address and a toll-free
2 telephone number to receive Class Member calls, faxes and emails.

3 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
5 Not later than five (5) days after the expiration of the deadline for submitting
6 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
7 Defense Counsel containing (a) the names and other identifying information of Class
8 Members who have timely submitted valid Requests for Exclusion (“Exclusion
9 List”); (b) the names and other identifying information of Class Members who have
10 submitted invalid Requests for Exclusion; and (c) copies of all Requests for
11 Exclusion from Settlement submitted (whether valid or invalid).

12 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
13 to Class Counsel and Defense Counsel that, among other things, tally the number of:
14 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
15 Exclusion (whether valid or invalid) received, objections received, challenges to
16 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
17 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
18 The Weekly Reports must include provide the Administrator’s assessment of the
19 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
20 and objections received.

21 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
22 address and make final decisions consistent with the terms of this Agreement on all
23 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
24 The Administrator’s decision shall be final and not appealable or otherwise
25 susceptible to challenge.

26 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file the
27 Motion for Final Approval of the Settlement, the Administrator will provide to Class
28 Counsel and Defense Counsel, a signed declaration suitable for filing in Court

attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

This settlement is based on Defendant's belief that there are approximately 5,172 Workweeks at issue. If the number of verified Workweeks in the Class Period is ten percent (10%) higher than this figure (or 5,690 workweeks worked), Defendant, at its option agrees to either: (a) increase the Gross Settlement Amount by the same percentage above 10% such that it shall be increased by one percent (1%) for every one percent increase in pay periods over the 10% threshold (e.g., if there is a 12% increase in the number of workweeks during the Class Period, Defendant agrees to increase the Gross Settlement Amount by 2%; or (b) agree to shorten and close the Class Period on the date before it would exceed 5,690 workweeks worked by the settlement Class Members so as to eliminate the need to increase the Gross Settlement Amount. Defendant will notify Plaintiff's counsel and the Administrator of its election by no later than seven (7) days of being notified by the Settlement Administrator that the Escalator Clause is triggered and prior to the Class

1 Notice being mailed to the Class Members. To avoid any uncertainty as to the Class and PAGA Period end
2 dates, Defendant and/or the Administrator must verify the total workweek count and confirm the end dates
3 of the Class and PAGA Periods prior to Plaintiff filing a Motion for Preliminary Approval.

4 **9. RIGHT TO WITHDRAW**

5 If 10% or more of the Settlement Class members elect not to participate in the Settlement by
6 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all
7 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects
8 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
9 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
10 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that
11 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10)
12 business days after the Administrator sends the final Exclusion List to the Parties; late elections will have
13 no effect.

14 **10. MOTION FOR FINAL APPROVAL.**

15 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
16 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
17 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
18 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
19 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
20 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
21 concerning the Motion for Final Approval.

22 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
23 Participating Class Member, including the right to file responsive documents in Court no
24 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
25 accepted by the Court.

26 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
27 on any material change to the Settlement (including, but not limited to, the scope of release
28 to be granted by Class Members), the Parties will expeditiously work together in good faith

1 to address the Court's concerns by revising the Agreement as necessary to obtain Final
2 Approval. The Court's decision to award less than the amounts requested for the Class
3 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and/or Administration Expenses Payment shall not constitute a material
5 modification to the Agreement within the meaning of this paragraph.

6 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
7 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
8 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
12 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
13 their respective counsel, and all Participating Class Members who did not object to the
14 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
15 including all rights to post-judgment and appellate proceedings, the right to file motions to
16 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
17 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
18 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
19 will be suspended until such time as the appeal is finally resolved and the Judgment becomes
20 final, except as to matters that do not affect the amount of the Net Settlement Amount.

21 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
23 material modification of this Agreement (including, but not limited to, the scope of release
24 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
25 nevertheless expeditiously work together in good faith to address the appellate court's
26 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
27 additional Administration Expenses reasonably incurred after remittitur. An appellate
28 decision to vacate, reverse, or modify the Court's award of the Class Representative Service

1 Payment or any payments to Class Counsel shall not constitute a material modification of
2 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
3 remains unchanged.

4 **11. AMENDED JUDGMENT.**

5 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work
6 together in good faith to jointly submit and a proposed amended judgment.

7 **12. ADDITIONAL PROVISIONS.**

8 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
9 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
10 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
11 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should
12 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
13 Defendant is entering into this Agreement due to the cost, time and resources associated with defending the
14 action, the disruption to the business, and the uncertainties of litigation. The Parties agree that class
15 certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court
16 does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
17 contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims
18 in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to
19 contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
20 will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings
21 to enforce or effectuate the Settlement and this Agreement).

22 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
23 the good faith efforts of the Parties pursuant to Paragraphs 6.4, 10.2 and 12.7 of this Agreement, or if the
24 appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise
25 terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to
26 their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the
27 Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class
28 Members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary

1 approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and
2 all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation
3 settlement communications and not subject to disclosure for any purpose in any proceeding.

4 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
6 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
7 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
8 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
9 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
10 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
11 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
12 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
13 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
14 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
15 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding
16 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
17 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
18 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

19 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
21 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
22 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
25 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
26 by any Party.

27 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action

1 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
2 execute any other documents reasonably required to effectuate the terms of this Agreement including any
3 amendments to this Agreement.

4 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
5 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
6 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
7 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
8 to implement the Settlement, or on any modification of the Agreement that may become necessary to
9 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
11 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
12 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
13 discharged by the Parties in this Settlement.

14 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
15 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
16 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
17 or otherwise.

18 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
19 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
20 approved by the Court.

21 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
22 benefit of, the successors of each of the Parties.

23 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the internal laws of the state of California, without regard to
25 conflict of law principles.

26 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
27 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
28 drafter or participated in the drafting.

1 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
3 of this Agreement.

4 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
5 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
6 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
7 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
8 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
9 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all
10 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
11 Defendant.

12 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
13 for convenience of reference only and does not constitute a part of this Agreement.

14 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
15 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
16 legal holiday, such date or deadline shall be on the first business day thereafter.

17 12.18. Notice. All notices, demands or other communications between the Parties in connection
18 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
19 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

20 To Plaintiff:

21 Seung L. Yang
22 seung.yang@thesentinelfirm.com
23 Tiffany Hyun
24 tiffany.hyun@thesentinelfirm.com
25 Jeffrey P. Jackson
26 jeffrey.jackson@thesentinelfirm.com
27 **THE SENTINEL FIRM, APC**
28 355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendant:

John Haubrich, Jr.
E-Mail: jhaubrich@ohaganmeyer.com
Anna Rozman
E-Mail: arozman@ohaganmeyer.com
O'HAGAN MEYER LLP
550 S Hope St, Ste 2400,
Los Angeles, CA 90071-2618
Phone: 213-423-6021
Fax: 213-423-6021

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

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this 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.

[SIGNATURES ON NEXT PAGE]

1 IT IS SO AGREED.

2
3 **Plaintiff & Class Representative:**

4 Dated: 09 / 15 / 2025

By: _____

Angelina Gomez

ANGELINA GOMEZ GONZALEZ

5
6 **Plaintiff's Counsel:**

7 Dated: 09/15/2025

THE SENTINEL FIRM, APC

8
9 By: _____

Seung L. Yang
Tiffany Hyun
Jeffrey P. Jackson

Attorneys for Plaintiff
ANGELINA GOMEZ GONZALEZ

10
11
12 **Defendant:**

13 Dated: 09/17/2025

VEGE LABS LLC

14
15 By: _____

Julio Lara

Print Name

Julio Lara

Signature

C.E.O.

Title

16
17
18
19 **Defendant's Counsel:**

20 Dated: 10/17/2025

O'HAGAN MEYER LLP

21
22
23 By: _____

Anna Rozman

John Haubrich, Jr, Esq.
Anna Rozman, Esq.
Attorneys for Defendant
VEGE LABS, LLC

EXHIBIT A

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

Angelina Gomez Gonzalez, individually, and on behalf of all others similarly situated, v. Vege Labs LLC, a limited liability company, Los Angeles County Superior Court Case No. 24STCV13232

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant *Vege Labs LLC*. (“Defendant”) for alleged wage and hour violations. The Action was filed by Defendant’s former employee, plaintiff Angelina Gomez Gonzalez (“Plaintiff”) and seeks payment of back wages, penalties, and expense reimbursements for a class of non-exempt hourly employees (“Class Members”) who worked for Defendant in California during the Class Period (June 3, 2023 to June 17, 2025) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (June 3, 2023 to June 17, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement in which Defendant has agreed to fund Individual Class Payments, and (2) a PAGA Settlement in which Defendant has agreed to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant in California during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** (which are the same as Pay Periods for purposes of calculating PAGA Penalties) the Class and PAGA Periods. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue a PAGA Claim based on the claimed violations at issue.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks. Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and PAGA Period, respectively. The number of Workweeks you worked during the Class and PAGA Periods according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant did not comply with California labor laws by failing to pay all wages, wages due upon termination, and reimbursable expenses, and by failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code §§ 2698, et seq.). Plaintiff is represented by the following attorneys in the Action: The Sentinel Firm, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

The Court has made no determination whether Defendant has violated any laws as Plaintiff alleges. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator Kelly Knight, Esq. in an effort to resolve the Action by negotiating an end the case by agreement (to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$150,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement, currently estimated at \$50,000, to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive for representing the Class in this Action other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$4,790.00 to the Administrator for services administering the Settlement.
 - D. \$15,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks.

Participating Class Members have the right to object to any of these deductions other than the PAGA Penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You will assume full responsibility and liability for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. Defendant is not responsible or liable for any taxes that may be owed on your Payments. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from you as a Class Member setting forth your name, present address, telephone number, and a simple statement that you are choosing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice (further below).
9. Participating Class Members’ Release. After the Judgment is final, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

“Upon Approval by the Court and upon funding of the Gross Settlement Amount, all Participating Class Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and Released Parties from any and all class claims that were alleged, or reasonably could have been alleged, based on the same or substantially similar facts stated in the operative Complaint in the Action, for the duration of the Class Period, including, (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Timely Pay Final Wages; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and for violation of the relevant Wage Orders issued by the Industrial Welfare Commission based on the same or substantially similar facts stated in the Operative Complaint, and any and all related claims for attorneys’ fees and costs.”

Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), by operation of Plaintiff’s release as agent and proxy of the LWDA as well as the releases below, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. Plaintiff, as agent and proxy of the LWDA, releases these claims as follows:

“Upon approval by the Court and upon funding of the Gross Settlement Amount, Plaintiff, as agent and proxy of the LWDA, shall fully and finally release and discharge Defendant and Released Parties from any and all claims for the recovery of civil penalties, attorneys’ fees and costs permissible under PAGA arising out of the violations alleged in the Action and the PAGA Notice submitted in connection with the Action. This release is limited to claims arising during the PAGA Period.”

Furthermore, all Aggrieved Employees (regardless of whether you choose to exclude yourself from the class portion of the Settlement) will be deemed to release claims as follows:

“Upon Approval by the Court and upon funding of the Gross Settlement Amount, all Aggrieved Employees (whether Participating or Non-Participating Class Members) release, on behalf of

themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the same or substantially similar facts and claims as stated in the operative Complaint in the Action and Plaintiff's PAGA Notice filed with the LWDA on June 3, 2024, for the duration of the PAGA Period, including claims for, (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Timely Pay Final Wages; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and for violation of the relevant Wage Orders issued by the Industrial Welfare Commission based on the same or substantially similar facts stated in the Operative Complaint, and any and all related claims for attorneys' fees and costs."

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750 (the 25% portion of the PAGA Penalty figure allocated to Individual PAGA Payments) by the total number of Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods (Workweeks) worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of Workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Angelina Gomez Gonzalez*, Los Angeles County Superior Court Case No. 24STCV13232, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of this Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, approval of Counsel's Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website at <https://www.lacourt.org/casesummary/ui/> using the case number 24STCV13232.

A Participating Class Member who disagrees with any aspect of the Agreement (other than PAGA portion of the Agreement), the Motion for Final Approval and Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or may wish to object to the amounts requested by Class Counsel or Plaintiff. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department 1 of the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via a Remote Appearance (see instructions for making a remote appearance at <https://www.lacourt.org/documents/SignIntoLACCandSchedule.pdf>) Check the Court's website for the most current information and for the Court's procedures for arranging to make an appearance remotely.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. Many of these documents are available at a small cost by visiting the Court's website at <https://www.lacourt.org/casesummary/ui/> and entering the case number, 24STCV13232. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at 312 N Spring St, Los Angeles, CA 90012 or by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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THE SENTINEL FIRM, APC

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Los Angeles, California 90071

Telephone: (213) 985-1150

Facsimile: (213) 985-2155

Settlement Administrator:

[REDACTED]
Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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