Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and Private Attorneys General Act ("PAGA") Settlement Agreement ("Agreement") is entered into by and between Plaintiff Belem Villalpa ("Plaintiff") and Defendant Mattel Sales Corp. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's lawsuits alleging wage and hour violations against Defendant, *inter alia*, captioned as *Belem Villalpa v. Mattel Sales Corp. et al*, Case No. CIVSB2424849, filed on or about August 9, 2024, and *Belem Villalpa v. Mattel Sales Corp. et al*, Case No. CIVSB2502575, filed on or about January 24, 2025, both pending in the Superior Court of the State of California, County of San Bernardino, and subject to amendment as specified in Section 2.4.

1.2 "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employee(s)" means all current and former non-exempt employees who worked at Defendant's California distribution center, as well as any temporary employees assigned to that location pursuant to any outsourcing agreements with temporary staffing agencies who directly employed the workers – specifically, Adecco Employment Services, Inc. or any affiliate; Employbridge, LLC or any affiliate (including without limitation Real Time Staffing Services, LLC d/b/a Select Staffing and Pro-Logistix, LLC); Manpower Talent Solutions, LLC or any affiliate; and Staffmark Investment LLC, or any affiliate – during the PAGA Period. For the avoidance of doubt, Defendant has only one distribution center in California, located in San Bernardino.

1.5 "Class" means all current and former non-exempt employees who worked at Defendant's California distribution center, as well as any temporary employees assigned to that location pursuant to any outsourcing agreements with temporary staffing agencies who directly employed the workers – specifically, Adecco Employment Services, Inc. or any affiliate; Employbridge, LLC or any affiliate (including without limitation Real Time Staffing Services, LLC d/b/a Select Staffing and Pro-Logistix, LLC); Manpower Talent Solutions, LLC or any affiliate; and Staffmark Investment LLC, or any affiliate – during the Class Period. For the avoidance of doubt, Defendant has only one distribution center in California, located in San Bernardino.

1.6 "Class Counsel" means David D. Bibiyan, Vedang J. Patel, Sarah H. Cohen, and Brandon M. Chang of Bibiyan Law Group, P.C.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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.

1.8 "Class Data" means Class Member identifying information in Defendant's possession or which can be obtained from Defendant's temporary staffing outsource company including the Class Member's name, last-known mailing address, Social Security number, and their respective number of Class Period and PAGA Period Workweeks, if applicable.

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 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. Prior to issuing the Class Notice, the English language version will be translated to Spanish, and the Notice will be provided in both English and Spanish.

1.12 "Class Period" means the period from August 9, 2020 to June 30, 2026.

1.13 "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

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.

1.15 "Court" means the Superior Court of California, County of San Bernardino.

1.16 "Defendant" means Defendant Mattel Sales Corporation.

1.17 "Defense Counsel" means Seth E. Pierce and Corey G. Singer of Mitchell Silberberg & Knupp 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. If multiple appeals are

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

filed, the Effective Date shall be when the Judgment is finally approved and no further appeal is possible.

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 "Gross Settlement Amount" means One Million Three Hundred Thousand Dollars and Zero Cents ($1,300,000.00), which is the total amount Defendant agrees to pay under the Settlement, unless increased pursuant to Paragraph 4.1 below and excepting any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses Payment.

1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount based on the number of Workweeks worked during the Class Period, calculated as set forth in Section 3.3.1.

1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties based on the number of Workweeks worked during the PAGA Period, calculated as set forth in Section 3.2.4.1.

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

1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).

1.26 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27 "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.

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

1.29 "Operative Complaint" means the First Amended Consolidated Complaint to be filed in the Action pursuant to Paragraph 2.4 below.

1.30 "PAGA Period" means the period from July 24, 2023 to June 30, 2026.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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

1.32 "PAGA Notices" mean Plaintiff's July 24, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), as well as Plaintiff's subsequent amended letters sent to Defendant and the LWDA on August 30, 2024 and November 20, 2024.

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

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

1.35 "Plaintiff" means Belem Villalpa, the named Plaintiff in the Action.

1.36 "Preliminary Approval" means the fact of the Court granting preliminary approval of the Settlement.

1.37 "Preliminary Approval Order" means the Order Granting Preliminary Approval of the Settlement.

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

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

1.40 "Released Parties" means: Defendant and each and all of its present and former partners, parents (including Mattel, Inc.), subsidiaries, affiliates, and related entities and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, temporary service or staffing agencies and their affiliates (including without limitation Adecco Employment Services, Inc.; Employbridge, LLC; Pro-Logistix, LLC; Manpower Talent Solutions, LLC; Real Time Staffing Services, LLC d/b/a Select Staffing; and Staffmark Investment LLC) successors and assigns, and any other persons acting by through, under, or in concert with any of them (including any alleged joint employers).

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.

1.42 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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

1.44 "Workweek" means any payroll week during which a Class Member or Aggrieved Employee worked for at least one day during the applicable period.

2. RECITALS.

2.1 On August 9, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant, among others, with the Court in the matter entitled *Villalpa v. Mattel Sales Corp. et al*., Case No. CIVSB2424849. Plaintiff's Complaint alleged the following causes of action on an individual and putative class-wide basis: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; (9) Violation of Labor Code Section 227.3; and (10) Unfair Business Practices.

2.2 On January 24, 2025, Plaintiff filed a distinct Complaint against Defendant, among others, with the Court in the matter entitled *Villalpa v. Mattel Sales Corp. et al*., Case No. CIVSB2502575. Plaintiff's Complaint in this matter asserted a single cause of action under PAGA, premised on the same claims underlying the putative class Complaint (Case No. CIVSB2424849).

2.3 On September 29, 2025, the Court issued an order relating both Actions (Case Nos. CIVSB2424849 and CIVSB2502575).

2.4 As a material term of, and for purposes of effectuating this Settlement only, the Parties agree and hereby stipulate to the filing of a First Amended Consolidated Complaint in this Action (the "Operative Complaint"). Further, should, for whatever reason, this Settlement not become final, the First Amended Consolidated Complaint shall be deemed stricken, null and avoid ab initio, and the initial Complaints in the respective Actions shall be deemed the operative complaint.

2.5 Defendant denies the allegations in the Operative Complaint and any prior complaints in this Action, deny any failure to comply with the laws identified in the Operative Complaint and any prior complaints in this Action, and deny any and all liability for the causes of action alleged therein.

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

2.7 On August 14, 2024, the Parties attended a private mediation with experienced mediator Eve Wagner. Following the mediation, the Parties continued to discuss potential resolution of the action with Mediator Wagner's assistance, finally reaching this agreement.

2.8 Prior to mediation, Plaintiff obtained extensive informal discovery which included, among other things, the total number of Class Members and Aggrieved Employees at issue, wage data from a representative sample of Class Members and Aggrieved Employees,

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

relevant employee handbook and wage and hour policies, and a representative sample of time sheets and wage statements of Class Members and Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.9 The Court has not granted class certification. The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant Preliminary and Final Approval of this Agreement despite the Parties' good faith efforts to address the Court's concerns without increasing the Gross Settlement Amount, the Parties shall return to status quo ante.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay One Million Three Hundred Thousand Dollars and Zero Cents ($1,300,000.00) unless increased pursuant to Paragraph 4.1 below, and no more, as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any amounts for payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or 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 Order:

3.2.1 To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars and Zero Cents ($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 or Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for an award of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. 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 IRS Form 1099. Plaintiff assumes full responsibility and liability for any and all taxes owed on the Class Representative Service Payment.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Four Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty Three Cents ($433,333.33) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents ($30,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion for an award of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment, nor shall the Released Parties be responsible for making that payment. Notwithstanding the immediately preceding sentence, if Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce this Agreement, then Defendant or the Released Party, as applicable, responsible for any breach may be responsible for reasonable attorneys' fees or costs incurred by Plaintiff in seeking enforcement, as allowed by law. The Administrator will pay the approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment from the Gross Settlement Amount using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Twenty Nine Thousand Nine Hundred Fifty Dollars and Zero Cents ($29,950.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Twenty Nine Thousand Nine Hundred Fifty Dollars and Zero Cents ($29,950.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred and Thirty Thousand Dollars and Zero Cents ($130,000.00) to be paid from the Gross Settlement Amount, with 65% ($84,500.00) allocated to the LWDA PAGA Payment and 35% ($45,500.00) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($45,500.00) by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's Workweeks during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 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 IRS 1099 Forms.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

3.2.4.3 If the Court requires a PAGA allocation higher than the foregoing, such determination shall not increase the amount of the Gross Settlement Amount, and the amounts that constitute the Gross Settlement Amount shall be reallocated as necessary.

3.3 Payments from the Net Settlement Amount. Payment will be made to Participating Class Members from the Net Settlement Amount as follows:

3.3.1 Individual Class Payment. The total number of full-time employee Participating Class Member Workweeks will be calculated ("Full-Time Workweeks"). The total number of temporary employee Participating Class Member Workweeks will be calculated and then multiplied by 60% on account of the average number of work days per week worked by temporary employees ("Temporary Workweeks"). Each Participating Class Member's Individual Class Payment will then be calculated by (a) dividing the Net Settlement Amount by the total number of Full-Time and Temporary Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's individual Workweek calculation, using the same partial credit formula for Temporary Workweeks.

3.3.2 Tax Allocation of Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS 1099 Form. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment and/or Individual PAGA Payment.

3.3.3 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members consistent with the formula.

3.3.4 If the Court disapproves of the payment structure in this Agreement, then the Parties will negotiate in good faith to adjust the structure, but in no event will Defendant be required to pay more than the Gross Settlement Amount on the basis of the payment structure.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Members and Workweeks. Based on a review of records secured in connection with the parties' mediation, Defendant estimated a total of 90,000 Full-Time and Temporary Workweeks during the Class Period. In the event that the number of Workweeks worked by Class Members during the Class Period exceeds 110% of this estimate, or more than 99,000 total Workweeks, then the Gross Settlement Amount shall be increased proportionally by the percentage increase above 110%. For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount shall be increased by 1%.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and any and all employer payroll taxes on the Wage Portion of the Individual Class Payments, by transmitting the funds to the Administrator no later than 30 days after the later of the Effective Date and the Administrator providing the required calculations. The time to make such payment may be extended by mutual consent of the Parties.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided if not cashed. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 10 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to any additional 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, if requested by the Class Member prior to the void date.

4.6 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 section 384, subd. (b).

4.7 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, that occurred in connection with her employment, including, but not limited to: (a) all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were or reasonably could have been alleged based on facts contained in the Operative Complaint, the PAGA Notices, or ascertained during the Action and released under Paragraph 5.2, below, including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements (including claims derivative and/or related to these claims), failure to pay accrued vacation wages, failure to provide expense reimbursements, alleged quota systems and request for alleged quota records, any violation relating to a workplace prevention policy, and any violation relating to heat and temperature illness prevention ("Plaintiff's Release"). This Release shall include all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2100, 2112, 2802, 6401.7, 6401.9, 6721, 6428, and 6429, as well as claims under Business and Professions Code section 17200, et seq., and/or California Labor Code section 2698, et seq. based on alleged violations of the above Labor Code provisions, as alleged in the Action. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that she 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.

5.1.1 Plaintiff's Waiver of Rights under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint, including, any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements (including claims derivative and/or related to these claims), failure to pay accrued vacation wages, failure to provide expense reimbursements, alleged quota systems and request for alleged quota records, any violation relating to a workplace prevention policy, and any violation relating to heat and temperature illness prevention. This Release shall include all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2100, 2112, 2802, 6401.7, 6401.9, 6721, 6428, and 6429, as well as claims under Business and Professions Code section 17200, et seq., based on alleged violations of the above Labor Code provisions, as alleged in the Action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees. All Aggrieved Employees (regardless of whether they are Participating Class Members) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notices, including, any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements (including claims derivative and/or related to these claims), failure to pay accrued vacation wages, failure to provide expense reimbursements, alleged quota systems and request for alleged quota records, any violation relating to a workplace prevention policy, and any violation relating to heat and temperature illness prevention.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. Within 30 days of providing the data, Defendant or the relevant staffing agency, as appropriate, will prepare and deliver to Class Counsel a signed Declaration stating the method by which the number of Class Period and PAGA Period Workweeks were determined for each Class Member, each Aggrieved Employee, and all Class Members and Aggrieved Employees in the aggregate, if such calculation is not performed by the Administrator itself. In their Declarations, Defendant shall aver it is not aware

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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 section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (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, and/or the Administrator; (vi) 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 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with Class Members, and/or 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 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 in person, by video conference, or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, by video conference, or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns; provided, however, that Defendant shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendant or would require Defendant to pay more than the Gross Settlement Amount.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

7. SETTLEMENT ADMINISTRATION.

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

7.2 Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports to state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 Not later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Class Period and PAGA Period Workweeks.

7.4.2 Not later than 30 calendar days after the Court grants Preliminary Approval, 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 effect and perform 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 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. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

7.4.3 Using best efforts to perform and as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

7.4.4 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. 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.

7.4.5 The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 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.

7.4.6 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, by video conference, or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, electronic submission or mail, a signed written individual Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's individual election to be excluded from 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, electronically submitted or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.5.5 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice, plus an additional 14 days for Class Members whose Class Notice is re-mailed, to challenge the number of Class Workweeks and PAGA Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, electronic submission, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In response to a Class Member's challenge, within a reasonable period of time, Defendant or the relevant staffing agency shall provide the Administrator with any records reasonably requested by the Administrator to determine the challenging Class Member's Workweeks. The Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data, as supplemented by any additional records requested/provided pursuant to the procedure noted above. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.6 Objections to Settlement.

7.6.1 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.

7.6.2 Participating Class Members may send written objections to the Administrator, by fax, electronic submission, 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 no later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both an objection and a

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

Request for Exclusion, the Request for Exclusion will control, and the Objection will be disregarded.

7.7 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.

7.7.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing, and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address, toll-free telephone number to receive Class Member calls and faxes, and a website that permits electronic submission of information.

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

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

7.7.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, 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.

7.7.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only (or similar unique identification) of all payments made under this Agreement. At least 15 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. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by video conference, or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval; provided, however, that Defendant shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendant or would require Defendant to pay more than the Gross Settlement Amount. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

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

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address, if possible, the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur; provided, however, that Defendant shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendant or would require Defendant to pay more than the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserve the right to contest certification of any class for any reasons, Defendant reserve all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to Plaintiff's attorneys, accountants, or spouse, all of whom will be instructed to keep this Agreement confidential; (2) as for Defendant and the Released Parties, as needed for legal, accounting, tax, or other business reasons; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate or respond to any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff and Class Counsel shall not publicize the settlement on their websites, in advertising/marketing materials, or on social media, other than filing documents with the Court. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, and submitting supplemental evidence or supplementing points and authorities as requested by the Court. Plaintiff will not opt out of the Settlement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the Court for resolution.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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

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

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed.

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

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

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

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

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with settlement negotiations or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, court order, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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

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

To Plaintiff:

Vedang J. Patel, vedang@tomorrowlaw.com
Sarah H. Cohen, sarah@tomorrowlaw.com
Brandon M. Chang, brandon@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024

To Defendant:

Seth E. Pierce, sep@msk.com
Corey G. Singer, cgs@msk.com
MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East, 18th Floor
Los Angeles, California 90067

11.18 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, as if counsel for the Parties exchanged between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Belem Villalpa 10/06/2026

Plaintiff Belem Villalpa

Gigi W. Davis 10/7/2026

For: Defendant Mattel Sales Corp.
By: Gigi W. Davis
Its: Vice President & Associate General Counsel

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

David D. Bibiyan 10/06/2026

David D. Bibiyan, Esq.
Vedang J. Patel, Esq.
Bibiyan Law Group, P.C.
Counsel for Plaintiff Belem Villalpa

Seth E. Pierce 10/7/2026

Seth E. Pierce, Esq.
Mitchell Silberberg & Knupp LLP
Counsel for Defendant Mattel Sales Corp

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

Exhibit A
COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL
(Belem Villalpa v. Mattel Sales Corp. et al., Case No. CIVSB2424849)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Mattel Sales Corporation ("Defendant") for alleged Labor Code violations. The Action was filed by former employee Belem Villalpa ("Plaintiff") who worked at Defendant's distribution center in San Bernardino, California. Plaintiff seeks payment of back wages and other relief for a class of current and former non-exempt employees ("Class Members") who were employed by Defendant or one of Defendant's temporary staffing agencies and worked at the California distribution center during the Class Period (August 9, 2020 to June 30, 2026); and (2) related penalties under the California Private Attorneys General Act ("PAGA") for such persons who worked during the lesser PAGA Period (July 24, 2023 to June 30, 2026) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant 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 $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's and the staffing agencies' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's and its staffing agencies' records showing that you worked ___ Workweeks during the Class Period and you worked ___ Workweeks during the PAGA Period. A "Workweek" is defined as any payroll week during which a Class Member worked for at least one day during the Class Period for Defendant or a staffing agency at Defendant's San Bernardino distribution center. If you believe that you worked more Workweeks during either 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 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

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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 and the other Released Parties, as that term is defined in the Settlement.

If you worked for Defendant or one of Defendant's staffing agencies at the Mattel San Bernardino Distribution Center during the Class 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, Defendant's staffing agencies and the other Released Parties.

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

Regardless of whether you do or do not opt-out of the Class Settlement, you cannot opt-out of the PAGA portion of the proposed Settlement, and will remain eligible for an Individual PAGA payment if you are an Aggrieved Employee.

Defendant, Defendant's staffing agencies and the other Released Parties 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 you are also an Aggrieved Employee). In exchange, you will give up your right to assert the wage, penalty and expense reimbursement claims against Defendant that are covered by this Settlement (defined below).
You Can Opt-out of the Class Settlement, but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't 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, but will preserve your right to personally pursue wage, penalty and expense reimbursement claims against Defendant. Non-Participating

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

	Class Members cannot object to any portion of the proposed Class Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. If the Court approves the Settlement, Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue released PAGA Claims (defined below).
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 class 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 don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, 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 Months **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 during the Class Period ("Class Period Workweeks"), and how many Workweeks you worked during the PAGA Period ("PAGA Period Workweeks"), respectively. The number of Class Period Workweeks and number of PAGA Period Workweeks you worked 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.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee who worked at Defendant's California distribution center in San Bernardino. The Action accuses Defendant of violating California labor laws. Specifically, Plaintiff alleges that Defendant failed to pay all wages due (including minimum wage and overtime wages), pay for all hours worked, provide meal or rest periods, timely pay wages and final wages, furnish accurate wage statements (including claims derivative and/or related to these claims), failed to pay accrued vacation wages, and failed to provide expense reimbursements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Plaintiff is represented by the following attorneys in the Action: David D. Bibiyan, Vedang J. Patel, Sarah H. Cohen, and Brandon M. Chang of Bibiyan Law Group, P.C. ("Class Counsel.")

Defendant strongly denies that they violated any laws and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (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, its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and 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?

A. Defendant Will Pay the "Gross Settlement Amount." Defendant has agreed to deposit the Gross Settlement Amount, currently $1,300,000.00 and subject to increase pursuant to Paragraph 4.1 of the Agreement, into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount 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 Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 30 days after the Judgment entered by the Court becomes final. The

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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.

B. Based on a review of records secured for the parties' mediation, Defendant estimated a total of 90,000 Full-Time and Temporary Workweeks during the Class Period. In the event that the number of Workweeks worked by Class Members during the Class Period exceeds 110% of this estimate, or more than 99,000 total Workweeks, then the Gross Settlement Amount shall be increased proportionally by the percentage increase above 110%. For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount shall be increased by 1%.

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

i. Up to one-third of the Gross Settlement Amount, currently $433,333.33 unless the Gross Settlement Amount is increased pursuant to Paragraph 4.l of the Agreement, to Class Counsel for attorneys' fees and up to $30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

ii. Up to $7,500.00 total to the named Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. This payment will be in addition to Plaintiff's Individual Class Payment and any Individual PAGA Payment.

iii. Up to $_____.00 to the Administrator for services administering the Settlement.

iv. Up to $135,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% to 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. The Court will consider all objections.

D. 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 Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their respective Class Period Workweeks. Because temporary employees, assigned by Defendant's staffing agencies, on average only worked partial weeks, their Workweeks will be afforded 60% credit of a full Workweek for all class calculation purposes.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

E. 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 penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes 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 portion of Individual Class Payments on IRS 1099 Forms, without withholdings or deductions for taxes.

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 are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

F. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash or deposit it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller's Unclaimed Property Fund in your name.

G. 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 DATE, 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 DATE Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the individual Class Member's name, present address, and present telephone number or email address, and a simple statement electing 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, penalty and expense reimbursement claims against Defendant, the staffing agencies, and the other Released Parties.

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 (provided the settlement is approved by the Court) to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

Members and Aggrieved Employees will not release any claims against Defendant.

I. Administrator. The Court has appointed a neutral company, [INSERT] (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.

J. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and all employer payroll taxes owed, 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 any other lawsuit against Defendant, Defendant's staffing agencies or the other Released Parties for wages or the other claims asserted in the Action and resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint, including, any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements (including claims derivative and/or related to these claims), failure to pay accrued vacation wages, failure to provide expense reimbursements, alleged quota systems and request for alleged quota records, any violation relating to a workplace prevention policy, and any violation relating to heat and temperature illness prevention. This Release shall include all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2100, 2112, 2802, 6401.7, 6401.9, 6721, 6428, and 6429, as well as claims under Business and Professions Code section 17200, et seq., based on alleged violations of the above Labor Code provisions, as alleged in the Action. Except as set forth in Paragraph 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

"Released Parties" is defined as: Defendant and each and all of its present and former partners, parents (including Mattel, Inc.), subsidiaries, affiliates, and related entities and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, temporary service or staffing agencies and their affiliates (including without limitation Adecco Employment Services, Inc.; Employbridge, LLC; Pro-Logistix, LLC; Manpower Talent Solutions, LLC; Real Time Staffing Services, LLC d/b/a Select Staffing; and Staffmark Investment LLC) successors and assigns, and any other persons acting by through, under, or in concert with any of them (including any alleged joint employers).

K. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, 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, the staffing agencies or any other Released Parties based on the PAGA claims asserted in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

> All Aggrieved Employees (regardless of whether they are Participating Class Members) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notices, including, any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements (including claims derivative and/or related to these claims), failure to pay accrued vacation wages, failure to provide expense reimbursements, alleged quota systems and request for alleged quota records, any violation relating to a workplace prevention policy, and any violation relating to heat and temperature illness prevention.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period to determine a dollar amount per week (the "Weekly Rate") and (b) multiplying the Weekly Rate by each Participating Class Member's Workweeks to calculate their respective share of the Settlement. In performing this calculation, temporary employee Workweeks will be accorded 60% credit in both the numerator and the

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

denominator calculations, as temporary employees, on average, only worked partial weeks.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $_____ by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee. In performing this calculation, temporary employee Workweeks will be accorded 60% credit in both the numerator and the denominator calculations, as temporary employees, on average, only worked partial weeks.

C. Workweek/Pay Period Challenges. The number of Class Period Workweeks you worked during the Class Period and the number of PAGA Period Workweeks you worked during the PAGA Period, as recorded in Defendant's or the staffing agency's records, are stated in the first page of this Notice. You have until **DATE** 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, electronic submission 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 the provided calculation of Workweeks based on Defendant's and the staffing agencies' 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 can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, check or email to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees, which will reflect the Individual Class Payment and the Individual PAGA Payment (if any).

B. 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).

The Administrator may make arrangements, using industry standard mechanisms to ensure accuracy and to avoid identity theft or other misdirection, to distribute funds to Participating Class Members and Non-Participating Class Members by Zelle, Venmo, or other electronic distribution to facilitate payment and reduce costs.

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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 to be excluded. Be sure to personally sign your request, identify the Action as *Villalpa v. Mattel Sales Corp., et al*., and include your identifying information (full name, address, and telephone number or email address). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must mail (postmarked), email, electronically submit or fax your request to be excluded to the Administrator by DATE, or it will be invalid**. Section 9 of the 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. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of the Agreement, the Motion for Preliminary Approval, and the Court's order granting preliminary approval of the Settlement at no cost to you. You can also view them on the Administrator's Website

WEBSITE.

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is DATE**. 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 *Villalpa v. Mattel Sales Corp. et al*. and include your name, current address, telephone number, 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 don't have to, attend the Final Approval Hearing on DATE at TIME in Department S28 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, the Administrator, the LWDA, and the Aggrieved Employees. 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. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website WEBSITE 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 the Administrator's website at WEBSITE. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://sanbernardino.courts.ca.gov/ and entering the Case Number for the Action, Case No. CIVSB2424849. You can also make an appointment to personally review court documents in the Clerk's Office at the San Bernardino Justice Center by calling (909) 708-8678.

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

Class Counsel:
Vedang J. Patel, vedang@tomorrowlaw.com
Sarah H. Cohen, sarah@tomorrowlaw.com
Brandon M. Chang, brandon@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024

Defense Counsel:
Seth E. Pierce, sep@msk.com
Corey G. Singer, cgs@msk.com
MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East, 18th Floor
Los Angeles, California 90067

Settlement Administrator: [TO INSERT]
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

Docusign Envelope ID: DFAE8A51-BA1C-808D-83A4-162F9DDC3A81

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 will have to contact the State's Unclaimed Property Department to seek the money.

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.