JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
E-Mail: jramli@justiceforworkers.com
3600 Wilshire Boulevard Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff AMOURAFINA BURTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AMOURAFINA BURTON, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

KINETIC EVENTS, INC., a California corporation; ATRIUM PAYROLL SERVICES, LLC, a New York limited liability company; and DOES 1 through 50,

Defendants.

Case No.: CGC-24-620497

[Assigned for All Purposes to:
Hon. Ethan P. Schulman, Dept. 304]

SUPPLEMENTAL DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTELEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD

(Filed Concurrently with [Amended Proposed] Judgment and Order)

DATE: November 9, 2026
TIME: 2:30 p.m.
DEPT: 304

Action Filed: December 10, 2024
Trial Date: Not Set

I, William C. Sung, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiff Amourafina Burton ("Plaintiff") in this action. I am lead counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. Enclosed as **Exhibit 1** is a true and correct copy of the Amended PAGA Settlement Agreement (the "Agreement"). The revised Explanatory Letter is attached as **Exhibit A** to the Agreement.

3. For the Court's convenience, a redlined copy the Amended PAGA Settlement Agreement is enclosed as **Exhibit 2** and a redlined revised Explanatory Letter is attached as Exhibit A to the redlined Agreement.

4. Enclosed as **Exhibit 3** is a true and correct copy of the Administrator's updated declaration with a bid showing its fees as "not to exceed" $11,700.

5. On October 19, 2026, I served the LWDA via filing through its online portal at https://dir.govfa.net/432 (Proposed Settlement of PAGA Case) with a copy of the fully executed Agreement, this Declaration and all exhibits, and the Amended Proposed Judgment and Order. Enclosed as **Exhibit 4** is a true and correct copy of the LWDA's filing confirmation.

6. Via a separate Confidential Settlement Agreement and Release of All Claims, Plaintiff agreed to a general release of all known or unknown claims, including her individual non-PAGA wage and hour claims, and waiver of Civil Code Section 1542 against Defendants in exchange for $10,000. The individual settlement is conditioned on this Court's approval of the PAGA settlement and includes the following provisions standard in employment settlements: confidentiality, non-disparagement, liquidated damages for breach of confidentiality and non-disparagement, and neutral reference.

7. Plaintiff alleged that Defendant failed to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246. Plaintiff's counsel investigated this liablity theory in formal discovery and found that the sampling of wage statements evidenced that Defendants

accrued paid sick leave for Aggrieved Employees. The accrual was compliant with California Paid Sick Leave requirements. Given these considerations, Plaintiff did not assign a value to this theory of liabilty.

8. Plaintiff alleged derivative violations of Labor Code § 204; specfically, that Defendants violated Labor Code § 204 because they failed to pay Plaintiff and other Aggrieved employees all wages due to them within any time period specified by Labor Code § 204 (i.e., twice a month), including earned and unpaid minimum, overtime, and premium wages. However, the California Court of Appeal in *See's Candy Shops, Inc. v. Superior Ct.* (2012) 210 Cal.App.4th 889, 904, rejected derivative claims and limited Section 204 violations to "the timing of wage payments and not to the manner in which an employer ascertains each employee's worktime" nor "whether . . . wages were paid." Given *See's Candy Shops, Inc.* and the fact that this derivative claim would be subsumed under the derivative wage statement violation theory[1] and therefore "stacks" penalties for a similar type of Labor Code violations, Plaintiff did not assign a value to this theory of liabilty.

9. Plaintiff also alleged derivative violations of Labor Code § 1174; specifically, that Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages. Plaintiff's counsel investigated this liablity theory in formal discovery and found that the sampling of wage statements evidenced that Defendants maintained complete payroll records. Further, like the Labor Code § 204 theory, this derivative claim would also be subsumed under the derivative wage statement violation theory and therefore "stacks" penalties for a similar type of Labor Code violations. As such, Plaintiff similarly did not assign a value to this theory of liabilty.

10. In sum, no further valuation is assigned to these three claims for the reasons stated above. Thus, the maximum exposure of $1,606,685.60 (15.56% of the Gross Settlement Amount) and realistic recovery of $482,005.68 (51.87% of the Gross Settlement Amont) remain unchanged.

/ / /

[1] In the Motion for Preliminary Approval of PAGA Settlement, Plaintiff assigned a value of $476,100 to wage statement violations. *See* Mot. at 9:1-5.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 19, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("**Agreement**") is made and entered into by and between Plaintiff Amourafina Burton, an individual (hereinafter referred to as "**Burton**" or "**Plaintiff**"), and Kinetic Events, Inc, A California Corporation, ("**Kinetic**") and Atrium Payroll Services, LLC ("**Atrium**") (Kinetic and Atrium are collectively referred to as "**Defendants**"). (Plaintiff, Defendants, are collectively as the "**Party**" or "**Parties**"); and they agree as follows:

RECITALS

A. Plaintiff worked at Defendants from approximately December 2022 to on or around June 14, 2024.

B. On July 11, 2024, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (**LWDA**) [the agency entitled, under Labor Code section 2699, subd. (i)] providing notice of alleged violations under the California Labor Code.

C. On September 24, 2024, Plaintiff filed a Representative Private Attorney General Act ("**PAGA**") Action Complaint in San Francisco County, California, Case No.: CGC-24-618367 (the "**Complaint**" or "**Action**"). Plaintiff claimed: 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 40 Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; and 10) Failure to maintain accurate records (collectively referred to as "**Claims**").

D. The Parties discussed the case and exchanged substantive information through informal discovery about Plaintiff's employment through Discovery, a 20 percent (20%) sampling of the alleged aggrieved employees, and Deposition of Plaintiff. The Parties also participated through a full-day Mediation before mediator Barry Appell on June 25, 2026. Defendants also concluded that there were benefits and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff.

E. Based on the disputed factual and legal issues involved in the Action, the risks attendant to further defense, the expense and burden of protracted litigation, and Defendants' desire to put the controversy to rest, Defendants believe that the Settlement on the terms hereinafter set forth is in Defendants' best interest. With the mediator's assistance, therefore, the Parties determined that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any Claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit.

F. Defendants emphatically deny and dispute Plaintiff's Claims, and the allegations made by Plaintiff in their entirety. Defendants contend they did not violate any Wage & Hour laws as alleged in the Complaint. The Parties agree that this Agreement and the consideration provided herein is not to be

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

construed as an admission of liability on the part of any Party, liability is disputed, and this Agreement arises from compromise.

G. The Parties now desire to settle any and all disputes between them on the terms set forth in this Agreement and without any admission of wrongdoing or liability by either Party.

H. The information provided by Defendants, as well as through evaluation of the case, after taking into account the disputed factual and legal issues involved in this Action, and the benefits to be received pursuant to the proposed terms, is in the best interest of the 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.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, and as full and complete compromise and settlement of any and all claims, the parties agree as follows:

1. All Recitals, **A-H** are incorporated herein by reference.

2. DEFINITIONS.

2.1 "Action" means Plaintiff's Representative Private Attorney General Act ("**PAGA**") Action Complaint filed September 24, 2024, in San Francisco County, California, Case No.: CGC-24-618367 (the "**Complaint**" or "**Action**"). Plaintiff claimed: 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 40 Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; 10) Failure to maintain accurate records.

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

2.3 "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 approval of this Settlement.

2.4 "Aggrieved Employee" means all current and former non-exempt or hourly paid employees who worked for Defendants in California during the PAGA Period.

2.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

2.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

2.7 "Approval Order" means the Court's order granting approval of the Settlement.

2.8 "Court" means the Superior Court of California, County of San Francisco.

2.9 "Defense Counsel" means April S. Glatt (april@chauvellaw.com) and Natalia Canas (natalia@chauvellaw.com).

2.10 "Effective Date" means the date by when the Court enters the Order granting Approval of the PAGA Settlement.

2.11 "Gross Settlement Amount" ("**GSA**") means $250,000.00 which is the total amount Defendants agrees to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and the Administration Expenses Payment.

2.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

2.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

2.14 "LWDA" means the California Labor and Workforce Development Agency.

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

2.16 "Net Settlement Amount" ("NSA") means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

2.17 "PAGA Counsel" means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C., the attorneys representing the Plaintiff in the Action

2.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

2.20 "PAGA Period" means July 11, 2023 through the date the Court grants Approval of the Settlement or September 24, 2026, whichever date is earlier.

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

2.22 "PAGA Notice" means Plaintiff's July 11, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

2.23 "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 the 65% to the LWDA in settlement of PAGA claims.

2.24 "Plaintiff" means Amourafina Burton the named plaintiff in the Action.

2.25 "Plaintiff's Service Award" means payment for Plaintiff's service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff's name to the Action.

2.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

2.27 "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

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

2.29 "Defendants" means named Kinetic Events, Inc, A California Corporation, ("**Kinetic**") and Atrium Payroll Services, LLC ("**Atrium**").

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant Kinetic, promises to pay Two Hundred and Fifty Thousand Dollars and Zero Cents ($250,000.00) and no more as the Gross Settlement Amount. Defendant Kinetic has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount for the Individual Settlement and for those amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33 1/3%) of the Gross Settlement Amount, which is currently estimated to be $83,333.33, and PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To Plaintiff. Defendants will not oppose Plaintiff's request for a Service Award in the amount of $10,000.00 for Plaintiff's service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff's name to the Action. In the event the Court approves a Service Award of less than the requested amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $11,700.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $11,700.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties of 65% of the Net Settlement Amount are allocated to the LWDA PAGA Payment and 35% of the Net Settlement Amount are allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 1,747 Aggrieved Employees who worked approximately 19,044 of PAGA weekly Pay Periods. As of September 24, 2026, end of the PAGA Period, Defendants estimate 1,888 aggrieved employes with a total of 21,745 weekly Pay Periods.

4.1.1 Reserved.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator as follows thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Counsel Fees Payment, and Plaintiff's Service Award. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

with the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** and to be translated into Spanish by the Administrator. 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within
7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Bay Area Legal Aid. If the Court does not approve transmittal of unclaimed funds to Bay Area Legal Aid, then the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

5. RELEASES OF CLAIMS.

5.1 **Plaintiff**: Contemporaneous with this Agreement, Plaintiff separately settled her individual claims with Defendants. Defendants deny and do not admit any liability and resolution was for settlement purposes only. Plaintiff fully released Defendants pursuant to a 1542 waiver and agreed that any individual settlement payment is conditioned upon court approval of this PAGA Settlement. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses.

5.2 **Aggrieved Employees**: Effective on the date when Defendant Kinetic fully funds the entire Gross Settlement Amount, the LWDA and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice that are alleged to

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

have occurred during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator and ensuring that all future court dates are off the court calendar.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

serve as the Administrator and verified that, as a condition of appointment, ILYM, Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. 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.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party 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, except as to matters that do not affect the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

9.4 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 and supplementing points and authorities as requested by the Court. 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 a mediator or the Court for resolution.

9.5 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.

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

9.7 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.

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

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

9.9 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.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

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

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code Section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or 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, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 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.

9.14 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.

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

9.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure Section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

SIGNATURES TO FOLLOW ON NEXT PAGE

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

The Parties each have read and understand this Agreement and have voluntarily executed this Settlement Agreement on the dates indicated below.

Dated: 10/15,2026, 2026

Amourafina Burton

Amourafina Burton, an Individual

KINETIC EVENTS, INC.

Dated: _____, 2026

Brian Lillquist,
Chief Executive Officer

ATRIUM PAYROLL SERVICES, LLC

Dated: _____, 2026

John Liscinsky, CFO Finance

Doc ID: 46ac08264a93ee46dfeae5d94851381e23647c40

Docusign Envelope ID: 7B6A5F31-DFEE-8022-82DE-F41FF22F1FBF

The Parties each have read and understand this Agreement and have voluntarily executed this Settlement Agreement on the dates indicated below.

Dated: July _, 2026

Amourafina Burton, an Individual

KINETIC EVENTS, INC.

10/15/2026

Dated: July __, 2026

DocuSigned by:
588E3DDEBF5B44E...

Brian Lillquist,
Chief Executive Officer

ATRIUM PAYROLL SERVICES, LLC

10/16/2026

Dated: July _, 2026

Signed by:
531F570DA8104A8...

John Liscinsky, CFO Finance

Docusign Envelope ID: 7B6A5F31-DFEE-8022-82DE-F41FF22F1FBF

EXHIBIT A

Docusign Envelope ID: 7B6A5F31-DFEE-8022-82DE-F41FF22F1FBF

Re: ***Payment from Burton v. Kinetic Events, Inc., et al.***

Superior Court of California for County of San Francisco
Case No. CGC-24-618367

SIMID
Name
Address

Dear NAME:

Enclosed, please find a check made payable to you for $_____. This is your payment from the settlement of the lawsuit titled *Burton v. Kinetic Events, Inc., et al.*, Case No. CGC-24-618367, in the Superior Court of California for the County of San Francisco (the "Action").

The Action was filed against Kinetic Events, Inc. and Atrium Payroll Services, LLC ("Defendants"), and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Amourafina Burton ("Plaintiff"), a former employee of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's claims, and on DATE, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency ("LWDA"). Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff's claims.

Specifically, the Gross Settlement Amount is $250,000. From the Gross Settlement Amount, $83,333.33 will be paid to Plaintiff's counsel, Justice for Workers, P.C., as attorney's fees, $13,582.22 will be paid to Plaintiff's counsel as attorneys' costs, $10,000 will be paid to Plaintiff as a service award, and $11,700 will be paid to Administrator, ILYM, to administer this settlement. After these deductions, the Net Settlement Amount of $131,384.45 will be paid as 65% ($85,399.89) to the LWDA and 35% ($45,984.56) to all current and former non-exempt or hourly paid employees who worked for Defendants in California during the PAGA Period of July 11, 2023 to September 24, 2026 ("Aggrieved Employees").

The Administrator will calculate each Aggrieved Employee's individual PAGA payment by (a) dividing $45,984.56 by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's pay periods worked during the PAGA period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within

Docusign Envelope ID: 7B6A5F31-DFEE-8022-82DE-F41FF22F1FBF

180 days of issuance, the funds will be deposited by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California are bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only.

The release includes all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period of July 11, 2023 through September 24, 2026, including claims for alleged violations of 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 4) Failure to Pay All Earned Overtime; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; 10) Failure to maintain accurate records.

TAX TREATMENT: This notice does not constitute tax advice. You are encouraged to consult with a qualified tax professional regarding the tax treatment of this payment. Civil penalties may be subject to different tax treatment than wage payments or compensatory damages. A Form 1099 will be issued separately in accordance with applicable tax reporting requirements.

If you have any questions, you can contact ILYM, the Administrator, at (____) ____-_____. You may also access and review court documents for this case at https://sf.courts.ca.gov/online-services/case-information by selecting Civil Case Query and entering the case number: CGC-24-618367.

EXHIBIT 2

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("**Agreement**") is made and entered into by and between Plaintiff Amourafina Burton, an individual (hereinafter referred to as "**Burton**" or "**Plaintiff**"), and Kinetic Events, Inc, A California Corporation, ("**Kinetic**") and Atrium Payroll Services, LLC ("**Atrium**") (Kinetic and Atrium are collectively referred to as "**Defendants**"). (Plaintiff, Defendants, are collectively as the "**Party**" or "**Parties**"); and they agree as follows:

RECITALS

A. Plaintiff worked at Defendants from approximately December 2022 to on or around June 14, 2024.

B. On July 11, 2024, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (**LWDA**) [the agency entitled, under Labor Code section 2699, subd. (i)] providing notice of alleged violations under the California Labor Code.

C. On September 24, 2024, Plaintiff filed a Representative Private Attorney General Act ("**PAGA**") Action Complaint in San Francisco County, California, Case No.: CGC-24-618367 (the "**Complaint**" or "**Action**"). Plaintiff claimed: 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 40 Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; and 10) Failure to maintain accurate records (collectively referred to as "**Claims**").

D. The Parties discussed the case and exchanged substantive information through informal discovery about Plaintiff's employment through Discovery, a 20 percent (20%) sampling of the alleged aggrieved employees, and Deposition of Plaintiff. The Parties also participated through a full-day Mediation before mediator Barry Appell on June 25, 2026. Defendants also concluded that there were benefits and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff.

E. Based on the disputed factual and legal issues involved in the Action, the risks attendant to further defense, the expense and burden of protracted litigation, and Defendants' desire to put the controversy to rest, Defendants believe that the Settlement on the terms hereinafter set forth is in Defendants' best interest. With the mediator's assistance, therefore, the Parties determined that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any Claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit.

F. Defendants emphatically deny and dispute Plaintiff's Claims, and the allegations made by Plaintiff in their entirety. Defendants contend they did not violate any Wage & Hour laws as alleged in the Complaint. The Parties agree that this Agreement and the consideration provided herein is not to be construed as an admission of liability on the part of any Party, liability is disputed, and this Agreement arises from compromise.

G. The Parties now desire to settle any and all disputes between them on the terms set forth in this

Agreement and without any admission of wrongdoing or liability by either Party.

H. The information provided by Defendants, as well as through evaluation of the case, after taking into account the disputed factual and legal issues involved in this Action, and the benefits to be received pursuant to the proposed terms, is in the best interest of the 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.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, and as full and complete compromise and settlement of any and all claims, the parties agree as follows:

1. All Recitals, **A-H** are incorporated herein by reference.

2. DEFINITIONS.

2.1 "Action" means Plaintiff's Representative Private Attorney General Act ("**PAGA**") Action Complaint filed September 24, 2024, in San Francisco County, California, Case No.: CGC-24-618367 (the "**Complaint**" or "**Action**"). Plaintiff claimed: 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 40 Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; 10) Failure to maintain accurate records.

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

2.3 "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 approval of this Settlement.

2.4 "Aggrieved Employee" means all current and former non-exempt or hourly paid employees who worked for Defendants in California during the PAGA Period.

2.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

2.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved

Employees.

2.7 "Approval Order" means the Court's order granting approval of the Settlement.

2.8 "Court" means the Superior Court of California, County of San Francisco.

2.9 "Defense Counsel" means April S. Glatt (april@chauvellaw.com) and Natalia Canas (natalia@chauvellaw.com).

2.10 "Effective Date" means the date by when the Court enters the Order granting Approval of the PAGA Settlement.

2.11 "Gross Settlement Amount" ("**GSA**") means $250,000.00 which is the total amount Defendants agrees to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and the Administration Expenses Payment.

2.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

2.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

2.14 "LWDA" means the California Labor and Workforce Development Agency.

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

2.16 "Net Settlement Amount" ("NSA") means the Gross Settlement Amount, less the ~~Individual Settlement and~~ following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

2.17 "PAGA Counsel" means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C., the attorneys representing the Plaintiff in the Action

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

2.19 "PAGA Pay Period" means any pay period during which an Aggrieved

Employee worked for Defendants for at least one day during the PAGA Period.

2.20 "PAGA Period" means July 11, 2023 through the date the Court grants Approval of the Settlement or September 24, 2026, whichever date is earlier.

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

2.22 "PAGA Notice" means Plaintiff's July 11, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

2.23 "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 the 65% to the LWDA in settlement of PAGA claims.

2.24 "Plaintiff" means Amourafina Burton the named plaintiff in the Action.

2.25 "Plaintiff's Service Award" means payment for Plaintiff's service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff's name to the Action.

2.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

2.27 "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

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

2.29 "Defendants" means named Kinetic Events, Inc, A California Corporation, ("**Kinetic**") and Atrium Payroll Services, LLC ("**Atrium**").

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant Kinetic, promises to pay Two Hundred and Fifty Thousand Dollars and Zero Cents ($250,000.00) and no more as the Gross Settlement Amount. Defendant Kinetic has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount for the Individual Settlement and for those amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33 1/3%) of the Gross Settlement Amount, which is currently estimated to be $83,333.33, and PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To Plaintiff. Defendants will not oppose Plaintiff's request for a Service Award in the amount of $10,000.00 for Plaintiff's service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff's name to the Action. In the event the Court approves a Service Award of less than the requested amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $11,700.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $11,700.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties of 65% of the Net Settlement Amount are allocated to the LWDA PAGA Payment and 35% of the Net Settlement Amount are allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 1,747 Aggrieved Employees who worked approximately 19,044 of PAGA weekly Pay Periods. As of September 24, 2026, end of the PAGA Period, Defendants estimate 1,888 aggrieved employes with a total of 21,745 weekly Pay Periods.

4.1.1 Reserved~~Escalator Clause. In the event the number of PAGA Pay Periods during the PAGA Period increases by more than 15% above 19,044 (i.e., more than 21,901 PAGA Pay Periods), then Defendants shall, at its option, either (a) increase the Gross Settlement Amount proportionally by PAGA Pay Periods in excess of the 15%; or (b) cap the end date of the PAGA Period as of the date the number of Pay Periods reaches but does exceed 15% (the "Escalator Clause"). For example, if the number of PAGA Pay Periods increase by 16% through the PAGA Period, and Defendants elect option (a) set forth above, then the Gross Settlement Amount shall increase by 1%. No later than 14 days after the end of the PAGA Period, Defendants shall verify the number of PAGA Pay Periods, and if the Escalator Clause is triggered, advise Plaintiff of which option it will choose~~.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator as follows thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Counsel Fees Payment, and Plaintiff's Service Award. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along

with the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** and to be translated into Spanish by the Administrator. 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Bay Area Legal Aid. If the Court does not approve transmittal of unclaimed funds to Bay Area Legal Aid, then the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

5. RELEASES OF CLAIMS.

5.1 **Plaintiff**: Contemporaneous with this Agreement, Plaintiff separately settled her individual claims with Defendants. Defendants deny and do not admit any liability and resolution was for settlement purposes only. Plaintiff fully released Defendants pursuant to a 1542 waiver and agreed that any individual settlement payment is conditioned upon court approval of this PAGA Settlement. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses.

5.2 **Aggrieved Employees**: Effective on the date when Defendant Kinetic fully funds the entire Gross Settlement Amount, the LWDA and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator and ensuring that all future court dates are off the court calendar.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM, Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. 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.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party 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, except as to matters that do not affect the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

9.4 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 and supplementing points and authorities as requested by the Court. 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 a mediator or the Court for resolution.

9.5 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.

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

9.7 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.

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

9.9 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.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

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

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code Section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or 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, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 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.

9.14 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.

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

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

SIGNATURES TO FOLLOW ON NEXT PAGE

The Parties each have read and understand this Agreement and have voluntarily executed this Settlement Agreement on the dates indicated below.

Dated: June _, 2026 _____

Amourafina Burton, an Individual

KINETIC EVENTS, INC.

Dated: June __, 2026 _____

Brian Liliquist,
Chief Executive Officer

ATRIUM PAYROLL SERVICES, LLC

Dated: June _, 2026 _____

Lisa Miller, An Authorized Representative

EXHIBIT A

Re: ***Payment from Burton v. Kinetic Events, Inc., et al.***

Superior Court of California for County of San Francisco
Case No. CGC-24-618367

SIMID
Name
Address

Dear NAME:

Enclosed, please find a check made payable to you for $_____. This is your payment from the settlement of the lawsuit titled *Burton v. Kinetic Events, Inc., et al.*, Case No. CGC-24-618367, in the Superior Court of California for the County of San Francisco (the "Action").

The Action was filed against Kinetic Events, Inc. and Atrium Payroll Services, LLC ("Defendants"), and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Amourafina Burton ("Plaintiff"), a former employee of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's claims, and on DATE, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency ("LWDA"). Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff's claims.

Specifically, the Gross Settlement Amount is $250,000. From the Gross Settlement Amount, $83,333.33 will be paid to Plaintiff's counsel, Justice for Workers, P.C., as attorney's fees, $13,582.22 will be paid to Plaintiff's counsel as attorneys' costs, $10,000 will be paid to Plaintiff as a service award, and $11,700 will be paid to Administrator, ILYM, to administer this settlement. After these deductions, the Net Settlement Amount of $131,384.45 will be paid as 65% ($85,399.89) to the LWDA and 35% ($45,984.56) to all current and former non-exempt or hourly paid employees who worked for Defendants in California during the PAGA Period of July 11, 2023 to September 24, 2026 ("Aggrieved Employees").

The Administrator will calculate each Aggrieved Employee's individual PAGA payment by (a) dividing $45,984.56 by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's pay periods worked during the PAGA period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Administrator to the ~~non-profit Bay Area Legal Aid [If the Court does not approve transmittal of unclaimed funds to Bay Area Legal Aid, then the~~

~~Administrator shall transmit the funds to the~~ California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee~~]~~. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California are bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only.

The release includes all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period of July 11, 2023 through September 24, 2026~~[the date the Court grants Approval of the Settlement or September 24, 2026, whichever date is earlier]~~, including claims for alleged violations of 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 4) Failure to ~~Indemnify~~Pay All Earned Overtime; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; 10) Failure to maintain accurate records.

TAX TREATMENT: This notice does not constitute tax advice. You are encouraged to consult with a qualified tax professional regarding the tax treatment of this payment. Civil penalties may be subject to different tax treatment than wage payments or compensatory damages. A Form 1099 will be issued separately in accordance with applicable tax reporting requirements.

If you have any questions, you can contact ILYM, the Administrator, at (____) ____-_____. You may also access and review court documents for this case at https://sf.courts.ca.gov/online-services/case-information by selecting Civil Case Query and entering the case number: CGC-24-618367.

EXHIBIT 3

JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
E-Mail: jramli@justiceforworkers.com
3600 Wilshire Boulevard Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff AMOURAFINA BURTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AMOURAFINA BURTON, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

KINETIC EVENTS, INC., a California corporation; ATRIUM PAYROLL SERVICES, LLC, a New York limited liability company; and DOES 1 through 50,

Defendants.

Case No.: CGC-24-620497

[Assigned for All Purposes to:
Hon. Ethan P. Schulman, Dept. 304]

DECLARATION OF LISA MULLINS OF ILYM IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTELEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD

(Filed Concurrently with Motion for Approval of PAGA Settlement, Supporting Declarations, and [Proposed] Judgment and Order)

DATE: INSERT, 2026
TIME: INSERT a.m.
DEPT: 304

Action Filed: December 10, 2024
Trial Date: Not Set

DECLARATION OF LISA MULLINS

1. I am a resident of the United States of America and am over the age of 21. I am the President for ILYM Group, Inc., (herein after referred to as "ILYM Group"), a professional class action services provider. I am preparing this declaration at the request of Plaintiff's Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in disseminating PAGA settlements and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies.

3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Burton v. Kinetic Events, Inc.* matter.

4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from aggrieved employees. After receiving the data file from Defendant, which should contain the aggrieved employees' names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

5. As part of the preparation for notice and disbursement, ILYM Group will process aggrieved employees' names and addresses against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), to update and confirm the mailing addresses of the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original address provided by Defendant for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but not limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed quote for this matter.

7. ILYM Group's fees associated with the administration of this settlement are: **$11,700.00**.

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of August 2026, at Tustin, California.



Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

• Wage and Hour	• Consumer	• TCPA
• FLSA	• Finance	• Antitrust
• Insurance and Health Care	• ERISA	• Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of $32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with $62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- ***Administration Consultation***: Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- ***Fulfillment and Correspondence***: All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

- ***Reverse Lookup***: A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

- ***Creating Class Database***: All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

- ***Claim Forms***: ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

- ***Translations***: When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

- ***Remails***: Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS
Notice Publication

- ***Legal Notices***: ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.

- ***Electronic Publication (Banner Ads)***: ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

- ***Electronic Mail Notices***: ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always "White List" accepted with minimal returns.

- ***Reach***: Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.

- ***Services Included***: Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- ***Case Notification, Maintenance and Management***: ILYM Group, Inc.'s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.

- ***Claims Processing***: All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.

- ***Call Center***: ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.

- ***Internet Support***: Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.

- ***Objection and Request for Exclusion***: All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- ***Network Security***: All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.

- ***Database Administration:*** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management***: Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.

- ***Check Printing and Mailing***: Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.

- ***Preparation, Filing and Reporting of Taxes***: ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report***: All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.

- ***Project Manager Final Report***: All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.

- ***Affidavits***: ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.

- ***Document Retention***: Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM | GROUP, Inc.
ADMINISTRATIVE SETTLEMENT EXPERTS

CLARUS
IT SOLUTIONS

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and "codes" No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes

EXHIBIT “C”

CLASS ACTION ADMINISTRATION

ILYM GROUP

Case Name: TBDv06.11.2026

Thursday, June 11, 2026

Requesting Attorney:
April S. Glatt, Esq.
Chauvel & Glatt, LLP.
april@chauvellaw.com
650.573.9500

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	**1,747**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**Yes**
ILYM Group Static Website	**Yes**
NCOA	**Yes**
Case Duration (Years)	**1**

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$3,362.68
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$7,547.32
Case Conclusion:	$790.00
Estimated ILYM Fees & Expenses (not to exceed):	**$11,700.00**

CLASS ACTION ADMINISTRATION

ILYM GROUP

Case Name: TBDv06.11.2026

Thursday, June 11, 2026

Requesting Attorney's Name: April S. Glatt, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	2	$300.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	4	$480.00
Certified Spanish Translation	Flat Fee	$750.00	1	$750.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$500.00	1	$500.00
Toll-Free Customer Service Representative	Flat Rate	$582.68	1	$582.68

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Subtotal **$3,362.68**

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	3	$450.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	3	$375.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	1,747	$2,620.50
USPS First Class 1oz Postage	Per Piece	$0.76	1,747	$1,327.72
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	262	$524.10
Preparation of Taxes	Hourly	$150.00	5	$750.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$7,547.32**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	2	$200.00
Process Unclaimed Funds	Flat Fee	$350.00	1	$350.00
Declaration	Hourly	$120.00	2	$240.00

Subtotal **$790.00**

Estimated ILYM Fees & Expenses: $11,700.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 4