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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JAIME RAMIREZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

GOLDEN GLASS, INC., a Delaware
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 30-2024-01421622-CU-OE-CXC

Assigned to Hon. Melissa R. McCormick

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

**[Cal. Rule Court 3.769; Cal. Lab. Code
§ 2699(s)(2)]**

Date: April 16, 2026

Time: 2:00 p.m.

Dept.: CX105

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I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., and I serve as attorney of record for Plaintiff Jaime Ramirez (“Plaintiff”) and the Putative Class.

2. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

3. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

4. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts and the United States District Court for the Central District, Eastern District, Southern District, and Northern District and have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts in California.

5. I graduated from the University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law School, Los Angeles, in 2012. I began my legal career focusing on Plaintiff-side employment litigation, emphasizing disability discrimination and harassment matters under the Fair Employment and Housing Act.

6. I opened my law firm in 2014 with an exclusive concentration on the representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination, and retaliation claims in various contexts. Most of my cases have been litigated as class actions, representative PAGA actions, or both.

7. I am also an active member of the California Employment Lawyers Association (“CELA”) and have attended various Continuing Legal Education courses pertaining to advocacy on behalf of employees. My firm has the experience, resources, and means to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is acting as lead counsel in at least 25 wage-and-hour class actions and as co-counsel in at least 20 others.

1 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation from 2017
2 through 2022 and as a “Super Lawyer” from 2023-2026, a distinction reserved for the top 2.5 % of
3 attorneys in the practice area.

4 9. Through a contested but productive mediation, Plaintiff and Defendant Golden Glass,
5 Inc. (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA Settlement
6 Agreement resolving the wage and hour claims of the Settlement Class (“Settlement Agreement”
7 and/or “Settlement”), and Class Notice which is attached hereto as **Exhibit “A”**.

8 10. The Settlement Agreement seeks to fully release and discharge Defendant from the
9 claims brought against it in this matter in exchange for Defendant’s agreement to pay \$542,500 on a
10 non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of
11 the Net Settlement Amount without having to submit a claim form or taking action, except for those
12 who opt-out).

13 11. Plaintiff seeks to represent a class of all non-exempt hourly employees who work or
14 worked for Golden Glass in California at any time from August 27, 2020, to December 31, 2025. For
15 purposes of the PAGA Settlement, Plaintiff seeks to represent all non-exempt hourly employees who
16 work or worked for Golden Glass in California at any time from August 27, 2023, through December
17 31, 2025.

18 12. Under the terms of the Settlement Agreement, Defendant will not oppose Class
19 Counsel’s request for a reasonable award of Attorney’s Fees not to exceed one-third of the Gross
20 Settlement Amount, Class Counsel’s reasonable litigation Costs not to exceed \$30,000,
21 Administrator’s Expenses Payment not to exceed \$8,000, PAGA penalties of \$20,000 (of which
22 \$13,000 or 65% will be paid to the LWDA and the remaining \$7,000 or 35% will be paid to the
23 PAGA Members), and a Class Representative Service Payment not to exceed \$10,000 to Plaintiff, as
24 follows:

	Total Amount
<i>Gross Settlement Amount</i>	\$542,500
Class Counsel Fees Payment	\$180,833
Litigation Costs	\$30,000
Administrator’s Expenses Payment	\$8,000

PAGA payment to LWDA (65% of 20K allocation)	\$13,000
PAGA payment to PAGA Members	\$7,000
Class Representative Service Payment	\$7,500
<i>Net Settlement Amount</i>	\$296,167

Plaintiff has concurrently submitted the Settlement to the LWDA in accordance with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit “B.”**

13. As of the Parties’ mediation, the Settlement Class includes approximately 287 non-exempt workers who all work and/or worked for Defendant in California during the Class Period. The Individual Class Payments will be paid pro-rata based on the number of weeks worked by participating Class Members during the Class Period. Assuming a total class size of 287 Settlement Class Members, the average class payment to each Settlement Class Member will be approximately **\$1,032**. Of course, those with more weeks worked stand to recover proportionally more. In addition, approximately 164 PAGA Members worked and/or worked for Defendant in California during the PAGA Period. The Individual PAGA Payments will be paid pro rata based on the number of pay periods paid by PAGA Members during the PAGA Period. Assuming a total group of 164 PAGA Members, the average PAGA payment to each PAGA Member will be approximately **\$42.68**. Of course, those with more pay periods worked stand to recover proportionally more.

14. The Settlement, once approved, is non-reversionary in that any amounts leftover (e.g., based on an undeliverable check) will not be returned to Defendant, and Settlement Class Members will not be required to submit claim forms to receive payment, but each Settlement Class Member will receive the Class Notice containing information about his/her share, the opportunity to dispute the number of weeks worked by the Settlement Class Member, and the opportunity to opt-out or object to the Class Settlement. All Settlement Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval.

15. Because the Settlement is fair and reasonable and was negotiated at arm’s length by experienced counsel and an experienced mediator following a sufficient exchange of information and documents before mediation, it should be preliminarily approved. Plaintiff respectfully requests that the Court enter an order preliminarily approving the Settlement, conditionally certifying the

1 Settlement Class under Code of Civil Procedure § 382 for settlement purposes, approving the
2 proposed Class Notice, appointing Class Counsel as Class Counsel, appointing CPT Group, Inc. as
3 the Settlement Administrator, and scheduling a hearing for the final approval of the Settlement.

4 16. On August 27, 2024, Plaintiff filed this action in Orange County Superior Court
5 alleging that Defendant failed to pay all minimum and overtime wages, failed to provide compliant
6 meal and rest periods, failed to provide accurate itemized wage statements, failed to timely pay all
7 wages due upon separation, and engaged in unfair business practices under California law. On
8 December 9, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under
9 the Private Attorneys General Act of 2004. The First Amended Complaint is the Operative Complaint.
10 Defendant denies the material allegations of the Operative Complaint and denies any liability.

11 17. Prior to mediation, Plaintiff obtained from Golden Glass, through informal discovery,
12 the available pay and time records for the Class Members, including 25% of the time records on a
13 work week basis, relevant Golden Glass policies, Plaintiff's time and payroll records and wage
14 statements, and the total number of Class Period workers and Workweeks worked up to June 8, 2024.
15 The discovery allowed Plaintiff to conduct a thorough investigation into his claims and Defendant's
16 defenses.

17 18. On October 18, 2025, the Parties participated in an all-day mediation session before
18 Lynn Frank, Esq., which culminated in the Parties reaching the settlement memorialized in this
19 Agreement.

20 19. Based on payroll and timekeeping data obtained through informal discovery, Class
21 Counsel estimated that as of mediation there were approximately 287 Class Members who worked
22 14,855 Workweeks and 164 PAGA Members who worked 3,330 PAGA Pay Periods.

23 20. Plaintiff alleged that Defendant's rounding practices resulted in a systemic failure to
24 compensate Class Members for all hours worked, including minimum and overtime wages. Based on
25 Plaintiff's analysis of a representative sampling of payroll and timekeeping data produced by way of
26 informal discovery, Plaintiff estimated that the rounding policy resulted in certain Class Members
27 being underpaid by a net average of approximately 1.0 minute per shift.

28 21. However, that estimate did not account for the substantial risks associated with

1 Defendant's defenses. Defendant contended that Plaintiff's rounding claim would require
2 individualized, employee-by-employee inquiries to determine whether any given Class Member was
3 undercompensated over time, thereby defeating predominance and rendering the claim unsuitable for
4 class certification. Defendant further argued that its rounding practices were facially neutral and
5 compliant with See's Candy Shops, Inc. v. Superior Court (2012) 210 Cal.App.4th 889, and that,
6 when viewed over the entirety of the Class Period, the policy resulted in employees being
7 overcompensated more often than undercompensated.

8 22. In light of these arguments, Plaintiff recognized a significant risk that the Court would
9 deny class certification on the rounding theory. Even if certification were granted, Plaintiff faced
10 material risk that Defendant would prevail at summary judgment or trial based on statistical neutrality
11 and aggregate overcompensation evidence.

12 23. Plaintiff also alleged that Defendant failed to include certain non-discretionary
13 bonuses and incentive compensation in calculating the regular rate of pay for purposes of overtime
14 and sick pay. Defendant disputed this allegation, arguing that the compensation at issue was
15 discretionary and properly excluded from the regular rate calculation. Defendant further contended
16 that any potential underpayments were made in good faith and were de minimis. Defendant's own
17 analysis of payroll records suggested that any underpayment attributable to regular rate calculations
18 was minimal.

19 24. Given these defenses and the limited standalone economic value of the underlying
20 wage claims, Plaintiff substantially discounted this component of damages in evaluating settlement.
21 Plaintiff further recognized that the principal exposure associated with these theories lay not in the
22 alleged unpaid wages themselves, but in the derivative claims for waiting time penalties under Labor
23 Code section 203 and wage statement penalties under Labor Code section 226.

24 25. Accordingly, in assessing the overall fairness of the Settlement, Plaintiff appropriately
25 accounted for the substantial certification and merits risks associated with the minimum wage,
26 overtime, and regular rate theories.

27 26. Plaintiff alleged that Defendant failed to provide code-compliant and timely meal
28 periods during the Class Periods. With respect to Plaintiff's meal period violation claims, based on

1 the sampling of data, Plaintiff estimated that Settlement Class Members suffered approximately
2 33,000 non-compliant shifts during the Class Period. Based on its theory of liability, Plaintiff
3 estimated Defendant's maximum exposure for meal period violations at \$1,353,000.

4 27. However, Defendant denied liability for this claim. It contended, inter alia, that all
5 meal periods were taken in compliance with the law or properly waived. Defendant also contended
6 that this claim would not be certified due to the lack of any common evidence tying together the
7 reason Settlement Class Members allegedly experienced a meal period violation, if any.

8 28. In light of these defenses and arguments, Plaintiff discounted Defendant's maximum
9 exposure by 40% for the risk of non-certification and an additional 60% to account for Defendant's
10 defenses on the merits to arrive at an estimated total of \$324,720.

11 29. Similarly, Plaintiff alleged that Defendant failed to authorize and permit all legally
12 compliant rest periods throughout the Class Period. Specifically, Plaintiff alleged that Defendant
13 does not maintain a formal rest period policy and, in practice, does not allow Settlement Class
14 Members to leave the premises during rest periods. Plaintiff estimated approximately 66,898 rest
15 period eligible shifts and assumed a 33% violation rate. As such, Plaintiff calculated Defendant's
16 maximum exposure on this claim at \$905,129.

17 30. However, Defendant disputed Plaintiff's allegations and assumptions and asserted
18 that, at all relevant times, it maintained and strictly enforced rest periods as required by law. Further,
19 Defendant contended that any purported deviations from its rest period policy and practices would
20 necessarily require individualized inquiries to determine which workers, if any, failed to take rest
21 periods, and why. Moreover, Defendant denied any common practice requiring the workers to remain
22 on premises during their rest periods, making this claim not amenable to class treatment. As such,
23 Plaintiff discounted Defendant's maximum exposure by 70% to account for the risk of non-
24 certification, and an additional 60% to account for Defendant's defenses on the merits to arrive at an
25 estimated exposure of approximately \$108,615.

26 31. With respect to the waiting time penalty claim, based on Defendant's sampling of
27 timekeeping and payroll records, Plaintiff determined approximately 187 Settlement Class Members
28 who separated from Defendant during the statutory period. As such, Plaintiff estimated the maximum

1 potential and theoretical penalty under Labor Code § 201 – 203 at \$1,840,080 (187 workers x 8.0
2 hours per day * average rate of \$41 * 30 days). Because this claim was derivative, it was subject to
3 the defenses to the underlying claims as set forth above. Additionally, Defendant argued that it would
4 defeat the waiting-time penalty claim because any purported failure to pay wages was not willful.
5 Therefore, Plaintiff applied a 50% risk of defeat at the class certification stage, and an additional 70%
6 risk of defeat at the summary judgment stage or on the merits, resulting in the risk-adjusted value of
7 \$276,012 for the waiting time penalty claim.

8 32. With regards to Plaintiff’s derivative wage statement violation claim, Plaintiff
9 estimates the maximum potential penalties were \$166,500 (based on, according to Plaintiff’s
10 estimates, approximately 3,330 allegedly violative wage statements issued during the Class Period.
11 In calculating Defendant’s maximum exposure, Plaintiff gave Defendant the benefit of assuming
12 Plaintiff could only obtain the “initial” wage statement penalty of \$50 per violation, for a total of
13 \$166,500 in potential wage statement penalties.

14 33. In response to Plaintiff’s derivative wage statement violation claim, Defendant
15 contended that any alleged violations were not “knowing and intentional,” and that Plaintiff could
16 not establish that they or anyone else suffered “injury” as a result of any alleged wage statement
17 violations, therefore precluding the assessment of any wage statement penalties. As such, Plaintiff
18 discounted the calculated maximum exposure by 30% for the risk of non-certification, and by an
19 additional 20% for the risk of being unsuccessful on the merits to arrive at an estimated total of
20 \$93,240.

21 34. Plaintiff also sought PAGA penalties for each violation for which they are available
22 and alleged that these penalties can be stacked.

23 35. However, this maximum figure fails to account for numerous unresolved issues
24 regarding PAGA claims. First, it is unclear whether stacking is permissible and/or whether the court
25 would award penalties in such a way (especially for purely derivative penalties).

26 36. And while the PAGA penalties had a maximum value of \$333,000, this fails to
27 acknowledge that courts have wide latitude to reduce the civil penalties “based on the facts and
28 circumstances of a particular case” and if “to do otherwise would result in an award that is unjust,

1 arbitrary and oppressive, or confiscatory.” Labor Code § 2699(e)(2). Moreover, Defendant argued
2 against the merits of the underlying claims, particularly that the “willfulness” standard and/or “good
3 faith” defenses mitigated the civil penalty claims and rendered any such penalties uncertain.
4 Defendant also argued that it is improper to stack civil penalty claims on top of the underlying
5 statutory claim.

6 37. In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates
7 the risk-adjusted class recovery as follows:

8	• Unpaid Wages:	\$0 (discounted)
9	• Meal Period Claims:	\$324,720
10	• Rest Period Claims:	\$108,615
11	• Labor Code §§ 201 – 203 Claims:	\$276,012
12	• Wage Statement Violation Claims:	\$93,240
13	• PAGA Claim:	\$20,000
14	• <u>Total Risk-Adjusted Penalties and Damages:</u>	\$822,587

15 38. The reasonableness of the settlement is apparent from the fact that the proposed
16 settlement is 65% of Plaintiff’s estimate of the risk-adjusted class damages and penalties. For these
17 reasons, Plaintiff submits that the agreed-upon settlement is fair and reasonable.

18 39. The Settlement was the product of extensive arm’s length negotiations between
19 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
20 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
21 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
22 Plaintiff and his counsel believe that there was a possibility of certifying the claims, they recognized
23 the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class
24 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that
25 can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses,
26 the employees may not have received any substantial monetary recovery.

27 40. The Settlement will result in a fair payment to each Settlement Class Member based
28 on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and his

1 counsel have diligently investigated the claims and defenses on behalf of the Settlement Class
2 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding
3 further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with
4 further litigation described above and weighing them against the benefits of a known compromise
5 and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed
6 to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution
7 of the claims alleged.

8 41. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
9 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
10 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
11 judgment throughout the settlement process, including significant document review (e.g., documents
12 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
13 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
14 class-wide data provided by Defendant.

15 42. Based on our experience in other cases, including wage and hour matters, I believe
16 our office, along with Joshua Falakassa, is qualified to evaluate the class claims and viability of
17 defenses in this class action. In this case, the recovery for each Settlement Class Member is
18 reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement
19 Class. The Settlement provides each Settlement Class Member with compensation for the alleged
20 violations when viewed in relation to the costs and risks inherent in obtaining class certification and
21 proceeding to trial.

22 43. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
23 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

24 44. Of course, the Settlement Amount represents a compromise figure, taking into account
25 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
26 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class
27 Members, with no reversion to Defendant.

28 45. Plaintiff seeks a Service Award of \$7,500, which we believe is fair and warranted.

1 Plaintiff agreed to come forward in an effort to effectuate a policy and practice change that benefitted
2 all other Settlement Class Members, and to recover unpaid wages and penalties. Mr. Ramirez
3 assumed significant risk in bringing this litigation, namely, had he lost, he could have been ordered
4 to pay the defendant's costs.

5 46. Plaintiff provided invaluable assistance to the investigation and prosecution of this
6 case, including: providing factual background for the Class Complaint; reviewing the litigation
7 documents; providing information and documentation about Defendant's policies and practices;
8 participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement
9 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. Plaintiff's
10 comprehensive declaration setting forth all of the reasons why he believes that the Service Award
11 should be approved has been filed herewith.

12 47. When this case was taken on a contingency fee basis, with our firm agreeing to assume
13 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
14 litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was
15 never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, he could
16 have been ordered to pay Defendant's costs

17 48. It is our experience that attorneys' fee awards of one-third of a common fund
18 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement
19 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further
20 warranted because it is within the range of reasonableness typically awarded in class actions. Our
21 firm's Costs will not exceed \$30,000 and will be based on the actual amount incurred at the time of
22 final approval.

23 49. Subject to the Court's approval, the parties stipulated that CPT Group, Inc. serve as
24 the Settlement Administrator. CPT is experienced in administering class action settlements and will
25 not exceed \$8,000 to administer this class action Settlement.

26 50. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff
27 signed a fee split agreement that provides fees will be allocated between Class Counsel as follows:
28 fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to the Falakassa Law,

1 P.C.

2 51. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
3 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
4 as well as preliminarily approve the requested attorneys' fees and costs, and service award to the
5 Class Representative.

6 I declare under penalty of perjury under the laws of California that the foregoing is true and
7 correct on this 19th day of February 2026, in Los Angeles, California.

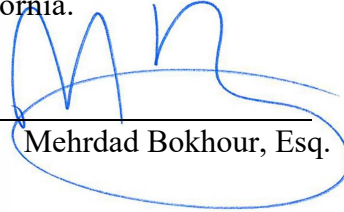
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9 By: 
Mehrdad Bokhour, Esq.

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jaime Ramirez (“Plaintiff”) and Defendant Golden Glass, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Ramirez v. Golden Glass, Inc.*, initiated on August 27, 2024, and pending in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01421622-CU-OE-CXC.
- 1.2 “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” or “Settlement Class” means all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means the class member identifying information in Defendant’s possession, including the class member’s name, last-known mailing address, social security number, and number of class period workweeks and PAGA pay periods.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to

be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

- 1.11 “Class Period” means the period from August 27, 2020, to December 31, 2025.
- 1.12 “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as Class Representative.
- 1.13 “Class Representative Service Payment” means the payments to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of Orange.
- 1.15 “Defense Counsel” means Charles S. Russell of Callahan, Thompson, Sherman & Caudill, LLP.
- 1.16 “Effective Date” means the date by which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.17 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.19 “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.20 “Gross Settlement Amount” means \$542,500.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.
- 1.21 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.22 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.23 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.24 “LWDA PAGA Payment” means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.26 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27 “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.28 “PAGA Member” means any non-exempt hourly employee who works or worked for Defendant in California at any time during the PAGA Period.
- 1.29 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from August 27, 2023, through December 31, 2025.
- 1.31 “PAGA Notice” means Plaintiff’s August 27, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members and 65% to the LWDA in settlement of the PAGA claims.
- 1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34 “Plaintiff” means Jaime Ramirez, the named Plaintiff in the Action.
- 1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.38 “Released Parties” means Defendant and all its subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.
- 1.39 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40 “Response Deadline” means 45 days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are re mailed after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the original Response Deadline.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.42 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.
- 1.43 “Defendant” means the named Defendant and each of their parent company/companies, affiliates, subsidiaries, divisions, holding companies, predecessors, successors, assigns, and joint ventures.

2. RECITALS.

- 2.1 On August 27, 2024, Plaintiff filed suit in Orange County Superior Court asserting claims based on Defendant’s alleged (1) failure to pay all minimum and overtime wages, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to provide accurate itemized wage statements, (5) failure to pay all wages due upon separation of employment, and (6) violation of California’s Unfair Competition Law. On December 9, 2024, Plaintiff filed a First Amended Complaint that added a cause of action seeking civil penalties under the California Private Attorneys General Act of 2004, PAGA. The First Amended Complaint is the Operative Complaint in the action.
- 2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.4 On October 18, 2025, the Parties participated in an all-day mediation session before Lynn Frank, Esq., which culminated in the Parties reaching the settlement memorialized in this Agreement.
- 2.5 Prior to mediation, Plaintiff obtained, through formal and informal discovery, a sampling of time and corresponding pay records belonging to a randomized sampling of Class Members, relevant Defendant's policies, Plaintiff's time and payroll records, wage statements, and the total number of Class Members and workweeks worked during the Class Period.
- 2.6 The Court has not granted class certification.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Defendant promises to pay \$542,500 and no more as the Gross Settlement Amount, and to separately pay any employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any resulting payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500 to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative's Service Payment by no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment at an amount less than the requested amount, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative's Service Payment to taxing authorities on an IRS Form 1099. Plaintiff assumes full responsibility and liability for all taxes owed on his or her respective Class Representative's Service Payment.
 - 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$180,833 (representing 1/3 of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$30,000. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel will seek Court approval of a Class Counsel Fees Payment and Class Litigation

Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment to taxing authorities on one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator's Expenses Payment not to exceed \$8,000, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less, or the Court approves payment of less than \$7,000, the Administrator will allocate the remainder to the Net Settlement Amount.

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

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

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net

Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective Workweeks.

3.2.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of \$20,000 will be paid from the Gross Settlement Amount, with 65% (*i.e.*, \$13,000) allocated to the LWDA PAGA Payment and 35% (*i.e.*, \$7,000) allocated to the Individual PAGA Payments. The Parties agree that should the Court not approve this allocation and increase it, the Gross Settlement Amount will not be increased accordingly.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties (\$7,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments to taxing authorities on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of records through September 30, 2025, Defendant estimates and represents that the Settlement Class consists of approximately 287 class members who worked approximately 14,855 workweeks during the Class Period. Likewise, Defendant estimates and represents that the PAGA Settlement Class consists of approximately 164 employees who worked approximately 3,330 pay periods during the PAGA Period.

4.2 Funding of Gross Settlement Amount. The Settlement Administrator will provide Defendant with wire transfer information within three days after the Final Approval. Defendant shall fund the Gross Settlement Amount within 14 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.3.1 The Administrator will withhold applicable payroll taxes and issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned as undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom the Class Notice was returned as undeliverable). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undeliverable without a United States Postal Service ("USPS") forwarding address. Within seven days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search, or failing both, re-mailing to the original address. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall tally the total value of the expired checks within 30 days after the void date and, after the Court approves the final accounting, remit the corresponding funds to the California Unclaimed Property Fund in accordance with California's Unclaimed Property Law (Code of Civil Procedure section 1500 et seq.) and any applicable state controller requirements.
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 4.4.5 The Administrator agrees to execute a separate signature page provided by Class Counsel and Defense Counsel agreeing to be bound by all applicable provisions of this Agreement.

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

- 5.1 **Release by Plaintiff.** In consideration of Plaintiff's awarded Class Representative Service Payment, Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the Effective Date and after Defendant has fully funded the Gross Settlement Amount, Plaintiff, on behalf of herself and her former and present spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, releases any and all known and unknown claims against Defendant and the Released Parties that arose on or before the date Plaintiff signs this Agreement. Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law. The claims, causes of action, transactions and occurrences Plaintiff are releasing, waiving and discharging include, without limitation, any and all claims and causes of action alleging the Released Parties: violated any type of written or unwritten contract, labor contract, agreement, understanding, policy, benefit, retirement, welfare or pension plan, equity, phantom stock, long-term incentive or similar deferred compensation plan, promise, covenant of any kind, including, but not limited to, any covenant of good faith and fair dealing or any employment contract between Plaintiff and the Released Parties and/or any Released Party's bylaw, handbook or policy; discriminated against or harassed Plaintiff on the basis of any characteristic or trait protected under any law, including, but not limited to, race, color, national origin, ancestry, ethnicity, sex, disability, religion, marital status, parental status, military status, pregnancy, genetic information, citizenship, age (including, but not limited to, claims under the Age Discrimination in Employment Act of 1967 (as amended)), source of income, union activities, sexual orientation, gender identity, transgender status, arrest or conviction record, entitlement to benefits, or retaliated against Plaintiff for engaging in any whistleblowing or other protected activity, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders, including without limitation, the California Fair Employment and Housing Act, the California Business and Professions Code and the California Constitution; retaliated against Plaintiff for engaging in any protected activity in violation of local, state or federal laws, constitutions, regulations, ordinances, or executive orders; violated public policy or common law, including, but not limited to, claims for: personal injury; invasion of privacy; retaliatory or wrongful discharge; negligent hiring, entrustment, training, retention or supervision; wanton and willful conduct; defamation, libel, slander or false light; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract or business expectancy; negligence; premises liability; detrimental reliance; promissory estoppel; and/or loss of consortium to Plaintiff or any member of Plaintiff family; violated the Family Medical Leave Act, or any similar federal, state or local law governing paid or unpaid leave, including, without limitation, the California Family Rights Act; violated the federal Fair Labor Standards Act, or any similar federal, state or local law governing the payment of wages, overtime,

misclassification, working conditions or meal and rest breaks, including, without limitation, the California Labor Code and the Industrial Welfare Commission's Wage Orders; violated any other federal, state, local or administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; and/or are in any way obligated for any reason to pay Plaintiff any damages, expenses, penalties, interest, litigation costs, attorney's fees, wages, bonuses, commissions, incentive pay, deferred compensation, severance pay, separation pay, termination pay, any type of payments or benefits based on Plaintiff's separation from employment, disability or any other employee benefits, and/or sick pay.

5.1.1 General Release. The Parties understand and agree that Plaintiff's release of claims in Paragraph 5.1 and each of its subparagraphs includes all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected. It is therefore the intention of the Parties not to limit this release to claims arising out of or in the scope of Plaintiff's employment with Defendant and, instead, to make this release as broad and as general as the law permits.

5.1.2 Plaintiff's Waiver of Rights under Civil Code Section 1542. With respect to Plaintiff's Released Claims only, the Parties stipulate and agree that Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that he or she does not know or suspect to exist in his or her favor at the time of the approval of this Settlement Agreement.

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, release Released Parties from all claims arising out of or related to the allegations set forth in the operative complaint that arose during the Class Period including claims for: (1) failure to pay minimum and overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor

Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (6) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; (7) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and all claims for liquidated damages, civil penalties, interest, fees, and costs based on the foregoing.

5.3 PAGA Release. Plaintiff, on behalf of the State of California releases, and all PAGA Members 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 any and all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including, e.g., any claims for PAGA Penalties involving any (1) failure to pay minimum and overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and (6) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804.

5.4 Certain Labor Code Sections Do Not Apply to Releases. The Parties agree that California Labor Code Sections 206.5 and 2804 do not invalidate any provision of this Agreement because, among other things, the causes of action and released claims are disputed and contested, and the Settlement was bargained for at arm’s length and approved by the Court.

6. MOTION FOR PRELIMINARY APPROVAL. Within 30 days of the full execution of this Agreement, Plaintiff will file a motion for preliminary approval of the Settlement (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for preliminary approvals.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare, and deliver to Defense Counsel no later than 5 days before filing, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice;

(iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve, averring he is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, its lack of knowledge of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)), and a copy of the Final Judgment (Labor Code section 2699, subd. (s)(3))). In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously preparing, finalizing, and filing the Motion for Preliminary Approval no later than 20 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is also responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns. If Class Counsel and Defense Counsel cannot reach an agreement, they shall jointly raise the matter with the Court.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship,

financial or otherwise, with the Administrator other than a professional relationship arising from prior experiences in administering settlements.

- 7.2 Tax Reporting. The Administrator will calculate all payroll taxes owed on the Wage Portions of the Individual Class Payments, withhold the amounts owed by the Class Members, notify Defendant of its share of the payroll taxes, collect and remit to the appropriate taxing authorities Defendant's share of the payroll taxes, report all payments made under this Agreement to the appropriate taxing authorities, and issue related tax documents to the Class Members and PAGA Members. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 Class Data. No later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform the Administrator's duties under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel (with a copy to Defense Counsel) that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The font size in the final Class Notice sent to Class Members shall be no smaller than is submitted to the Court for preliminary approval. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment

and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than five business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. If the USPS does not provide a forwarding address and the Administrator's Class Member Address Search does not result in any updated address, the Administrator shall re-mail the Class Notice to the original address. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion must be personally signed by the Class Member (or a legally authorized representative) and must reasonably communicate the Class Member's election to be excluded from the Settlement, and include the Class Member's first and last name, address, and email address or telephone number. To be valid, a Request for

Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If, pursuant to these procedures, the Administrator accepts a Request for Exclusion that lacks all the information specified in the Class Notice, then the Administrator shall notify both Class Counsel and Defense Counsel who may object to the Class Member's exclusion. The Administrator shall provide Class and Defense Counsel with information sufficient to determine the Class Member's identity. If the Parties cannot reach a resolution on whether the Class Member should be included/excluded, the Parties may raise the issue with the Court at an appropriate time and request that the Court resolve the disagreement.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties may appeal the Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods at the Final Approval Hearing. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may submit written objections to the Administrator by fax, email, or mail, or may appear at the Final Approval Hearing to present oral objections, in person or through any remote appearance procedure the Court makes available. Any Participating Class Member who wishes to appear at the Final Approval Hearing, whether in person or remotely, must comply with all applicable Court rules, orders, and procedures governing appearances, including any requirements to reserve, register, or provide notice of an intent to appear remotely.

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of this Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment,

the Final Approval order and the Final Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undeliverable by USPS, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Reports”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make preliminary decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be appealable to the Court at the Final Approval Hearing.
- 7.8.4 Administrator’s Declaration. No later than 14 days before the date by which Plaintiff are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) with the Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration with the Court.

7.8.6 Notice of Final Judgment. The Administrator will provide notice to Class Members of the Final Judgment.

8. **ESCALATOR CLAUSE.** The settlement is based on Defendant's estimate and representation that, as of the mediation date, Settlement Class Members worked approximately 14,855 workweeks during the Class Period as of September 30, 2025. If the total number of workweeks exceeds 16,340 (i.e., more than 10% above the estimate), Defendant shall have the option either (a) to shorten the Class Period so that the total number of workweeks does not exceed 16,340, or (b) to increase the Gross Settlement Amount ("GSA") on a pro rata basis by 1% for each 1% that the total workweeks exceed the 10% threshold. Defendant shall notify Class Counsel in writing of its election within ten (10) business days of receiving the final workweek count or the preliminary approval hearing date.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If ten percent or more of the Class Members validly elect not to participate in the Settlement, Defendant will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within seven days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Defendant exercises the right to rescind, Defendant will be responsible for all costs of administration of the Settlement incurred through that time.
10. **MOTION FOR FINAL APPROVAL.** No later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file with the Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents with the Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Plaintiff, the Class Members, and/or the PAGA Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment

shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, this 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.
- 10.4 Waiver of Right to Appeal. The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payments or the Class Counsel Fees or Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Defendant's payment obligation under the Settlement will be suspended during any appeal and will not be due unless and until the Effective Date occurs.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Plaintiff, the Class Members, and/or the PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
 - 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Further, Defendant specifically denies any liability, unlawful conduct or wrongdoing for any of the causes of action in the Operative Complaint,

and further denies any violation of any order (including any wage order), law, statute, regulation, rule, duty or contract (including any collective bargaining agreement) on the part of Defendant or any Released Party. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any Class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the 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, this Agreement, and/or to raise a defense based on *res judicata* or collateral estoppel).

- 12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 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 or written representations, warranties, covenants, or inducements made to or by any Party, with the exception of the Parties' Memorandum of Understanding Re: Class Action/PAGA Settlement ("Memorandum"). In the event of any conflict between this Agreement and the Parties' Memorandum, the terms of this Agreement shall control.
- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5 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 (if agreed by the Parties), 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 and/or the Court for resolution.
- 12.6 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Agreement.

- 12.7 No Tax Advice. None of Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8 Non-disparagement. Plaintiff agrees not to make any statements or take any actions, from the date Plaintiff executes this Agreement, that disparage the Released Parties. Nothing in this Agreement, however, prevents Plaintiff from providing truthful information or communicating with any government agency or from engaging in any other activities protected by law. In accordance with Section 1670.11 of the California Civil Code, nothing in this Agreement prevents Plaintiff from testifying in any administrative, legislative or judicial proceeding concerning alleged criminal misconduct or sexual harassment. Nothing in this Agreement prevents or restricts the Parties from disclosing factual information related to a claim or complaint involving the acts listed in Section 1001(a) of the California Code of Civil Procedure. For purposes of this Agreement, “disparage” means making comments or statements to any person or entity that would adversely affect a Released Party’s reputation.
- 12.9 Negotiated Settlement Agreement. Plaintiff acknowledges and agrees that this Agreement constitutes a “negotiated settlement agreement” under California Government Code section 12964.5(d).
- 12.10 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.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 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.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff’s attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors

related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.

- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and 1154, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, regulation, statute, or rule of court.
- 12.16 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.
- 12.17 Calendar Days. Unless otherwise noted, all references 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 court-recognized legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa <i>josh@falakassalaw.com</i> FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067
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To Defendant:

Charles S. Russell <i>crussel@ctsclaw.com</i> CALLAHAN, THOMPSON, SHERMAN & CAUDILL 2601 Main Street, Suite 800 Irvine, California 92614 (949) 261-2872

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

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

Dated: December ___, 2025
1/7/2026

Signed by:

2D81AFD40FA2452...
Plaintiff Jaime Ramirez

Dated: December ___, 2025

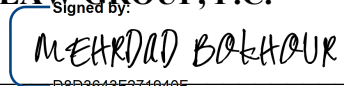
Golden Glass Inc.

By: _____

Approved As to Form Only:

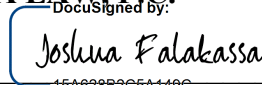
Dated: December ___, 2025
1/7/2026

BOKHOUR LAW GROUP, P.C.

Signed by:

D8D3643F271940F...
Mehrdad Bokhour
Attorneys for Plaintiff

Dated: December ___, 2025
1/7/2026

FALAKASSA LAW, P.C.

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15A628B2C5A149C...
Joshua Falakassa
Attorneys for Plaintiff

Dated: December ___, 2025

**CALLAHAN, THOMPSON, SHERMAN &
CAUDILL, LLP**

Charles S. Russell
Attorneys for Defendant

EXHIBIT A

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

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

Ramirez v. Golden Glass, Inc.

Case No. 30-2024-01421622-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Golden Glass, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee Jaime Ramirez ("Plaintiff;" together with Defendant, the "Parties") and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Defendant in California during the Class Period (August 27, 2020 to December 31, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt hourly employees who work or worked for Defendant in California during the PAGA Period (August 27, 2023, through December 31, 2025) ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency ("LWDA").

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

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant. You may attend the Final Approval Hearing on <<TBD>, 2026 at <<TBD>> a.m. in Courtroom <<TBD>

in the <<TBD> Courthouse, located at <<TBD> and be heard by the Court.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant’ alleged: (1) failure to pay all overtime wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to pay all sick wages; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; and (7) violation of California’s Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing

the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$542,500 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative’ Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval and the Judgment becomes final, Defendant will fund the Gross Settlement within 14 days after the Effective Date (as defined in the Agreement).
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$180,833 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
 - C. Up to \$7,500 will be paid to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties; 65% (*i.e.*, \$13,000) allocated to the LWDA PAGA Payment and 35% (*i.e.*, \$7,000) in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating

Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms issued to Participating Class Members. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash your check by the void date, it will be canceled and the funds will be remitted to the California Unclaimed Property Fund. You may later seek to recover those funds through the State of California’s unclaimed property process.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than _____, that you wish to opt-out (“Response Deadline”). The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member’s first and last name, home address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be postmarked by the Response Deadline to be considered timely. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on

appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Class Members and PAGA Members will not release any claims against Defendant.

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

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

In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, Plaintiff and all Participating Class Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, release all claims arising out of or related to the allegations set forth in the operative complaint that arose during the Class Period including claims for: (1) failure to pay minimum and overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (6) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; (7) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and all claims for liquidated damages, civil penalties, interest, fees, and costs based on the foregoing.

10. PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Member's Release is as follows:

All PAGA Members 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 any and all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including, e.g., any claims for PAGA Penalties involving any (1) failure to pay minimum and overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and (6) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.

3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will preliminarily resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. You can challenge the Administrator's decision at the Final Approval Hearing.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your first and last name, home address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Ramirez v. Golden Glass Inc.*, Case No. 30-2024-01421622-CU-OE-CXC, and include your identifying information (full name, home address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to the Administrator to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ramirez v. Golden Glass Inc.*, Case No. 30-2024-01421622-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing _____ at _____ (time) in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) personally.

The Court's procedures for appearing remotely or in person may change. You are responsible for following the Court's current appearance procedures, including any deadlines to reserve a remote appearance.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class

Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://eportal.Orange.courts.ca.gov/?q=Home> and entering the Case Number for the Action, Case No. 30-2024-01421622-CU-OE-CXC.

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

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Settlement Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT “B”