CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement") is made by and between plaintiff Anakaren Luis ("Plaintiff") and defendant Zale Delaware, Inc., a Delaware corporation ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's class and PAGA action lawsuits against Defendant captioned *Luis v. Zale Delaware, Inc*. The Action consists of two lawsuits: (a) the class action captioned *Luis v. Zale Delaware, Inc*., United States District Court, Southern District of California, Case No. 3:25-cv-01819-CAB-BJW (the "Class Action"), removed from the Superior Court of California, County of San Diego, Case No. 25CU025823N, and which the Parties shall cause to be remanded to the Superior Court of California, County of San Diego pursuant to Paragraph 1.4 below; and (b) the representative action captioned *Luis v. Zale Delaware, Inc.*, Superior Court of California, County of San Diego, Case No. 25CU000285N (the "PAGA Action").

1.2. "Administrator" means ILYM 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" means all current or former hourly, non-exempt employees who were employed by Defendant Zale Delaware, Inc. in California at a Banter By Piercing Pagoda during the Class Period.

1.5. "Class Counsel" means Koul Law Firm, APC.

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 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 all current and former hourly-paid or non-exempt employees of Defendant in who were employed in California at a Banter By Piercing Pagoda during the Class Release Period.

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 and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. "Class Period" or "Class Release Period" means the period from March 2, 2023, through the earlier of July 8, 2026, or the date the Court grants preliminary approval of the Class Settlement Agreement.

1.12. "Class Representative" means Anakaren Luis.

1.13. "Court" means the Superior Court of California, County of San Diego.

1.14. "Defendant" means Zale Delaware, Inc., a Delaware corporation

1.15. "Defense Counsel" means VORYS SATER SEYMOUR AND PEASE LLP.

1.16. "Effective Date" shall be the date upon which both of the following have occurred: (i) final approval of the Settlement is granted by the Superior Court of California, County of San Diego, or other court assuming jurisdiction of this matter, and (ii) the Court's order approving the Settlement becomes Final. "Final" shall mean, if no objection has been filed by any Settlement Class Member, then the date that the Court grants final approval of this Settlement. If an objection has been filed by a Settlement Class Member, Final shall mean the latest of: (a) if there is an appeal of the Court's order, the date the order is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (b) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order is affirmed pursuant to such petition; (c) if an objection to the settlement is filed by any Settlement Class Member, then the day after expiration date of the time for filing or noticing any appeal of the order, which is sixty (60) calendar days from entry of the order. The Gross Settlement Amount shall be due to the Administrator within twenty-one (21) calendar days of the Effective Date.

1.17. "Enhancement Award" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, not to exceed $10,000.00, subject to Court approval.

1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.20. "Gross Settlement Amount" means $775,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below regarding the workweek escalator. 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, Enhancement Award, and Administration Expenses Payment. The Gross Settlement Amount 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, as amended by AB 2288 (effective June 19, 2024), amounting to $48,750.00.

1.25. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and the PAGA Penalties amount. The remainder 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.), as amended by AB 2288 (effective June 19, 2024).

1.28. "PAGA Group" or "PAGA Member" means all non-exempt, hourly-paid employees of Defendant who were employed in California at a Banter By Piercing Pagoda during the PAGA Period.

1.29. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant in the State of California for at least one day during the PAGA Period.

1.30. "PAGA Period" or "PAGA Release Period" means the period from October 28, 2023, through the earlier of July 8, 2026, or the date the Court grants preliminary approval of the Settlement.

1.31. "PAGA Notice" means Plaintiff's October 28, 2024, Notice 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 in the amount of $75,000.00, allocated 35% to the PAGA Members and 65% to the LWDA in settlement of 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 Anakaren Luis, the named plaintiff in the Action.

1.35. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.36. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.37. "Released Parties" means Defendant Zale Delaware, Inc., and each of its former and present directors, officers, shareholders, owners, members, executives, partners, managers, employees, agents, representatives, attorneys, insurers, reinsurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

1.38. "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.

1.39. "Response Deadline" means 45 days after the Administrator mails 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 their Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline. Class Members who submit a written, signed challenge to their Individual Settlement Amount must opt out within 14 days from the date the Claims Administrator mails an adjusted Individual Settlement Amount or notice of rejection of the challenge, or by the Response Deadline, whichever is later.

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

1.41. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On October 28, 2024, Plaintiff filed a PAGA Notice letter with the LWDA and served it on Defendant, providing timely written notice pursuant to Labor Code section 2699.3, subd. (a). On January 2, 2025, Plaintiff filed a PAGA representative action complaint in San Diego County Superior Court, Case No. 25CU000285N (the "PAGA Action"). The PAGA Action alleges claims for: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to provide rest breaks; (6) failing to provide timely and uninterrupted meal breaks; (7) failing to provide suitable resting facilities; (8) failing to provide potable drinking water; (9) failing to reimburse for required business expenses; and (10) failing to provide accurate itemized wage statements and violating record keeping requirements. Defendant denies the allegations in the PAGA Action and the PAGA Notice, denies any failure to comply with applicable laws, and denies any and all liability.

2.2. On May 19, 2025, Plaintiff filed a separate class action complaint in San Diego County Superior Court, Case No. 25CU025823N (the "Class Action"). The Class Action alleges claims for: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to provide rest breaks; (6) failing to provide timely and uninterrupted meal breaks; (7) failing to reimburse for required

business expenses; (8) failing to provide accurate itemized wage statements; and (9) unlawful and unfair business practices. On July 17, 2025, Defendant filed a Notice of Removal removing the Class Action to S.D. Cal. No. 3:25-cv-01819-CAB-BJW. Defendant denies the allegations in the Class Action, denies any failure to comply with applicable laws, and denies any and all liability.

2.3. On May 9, 2026, the Parties participated in an all-day mediation with Lynn Frank, Esq., an experienced mediator and expert in California wage and hour law, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, significant documents, testimony and information concerning Defendant's policies and practices, including statistically significant sample of relevant time and payroll records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.5. The Court has not granted class certification.

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

2.7. Remand or Dismissal. The Class Action was removed by Defendant from the Superior Court of California, County of San Diego (Case No. 25CU025823N) to the United States District Court, Southern District of California (Case No. 3:25-cv-01819-CAB-BJW). The Parties agree to cooperate in good faith and to take all reasonable steps necessary to effectuate the prompt remand or dismissal of the Class Action to the Superior Court of California, County of San Diego, including by stipulating to remand or dismissing the Federal Action (Case No. 3:25-cv-01819-CAB-BJW) at the choice of the Parties or as is required by the Court, so that the Class Action may be consolidated with the PAGA Action and the Settlement may be approved by the state court. Defendant shall not oppose Plaintiff's motion or stipulation to remand the Class Action to the Superior Court of California, County of San Diego.

2.8. Amended Complaint. Following remand, Plaintiff shall file an amended complaint consolidating all class and PAGA allegations into a single operative pleading prior to the filing of the motion for preliminary approval. The amended complaint shall be the "Operative Complaint" and will consolidate the class claims pleaded in the Class Action and the PAGA representative claims pleaded in the PAGA Action into a single operative pleading, alleging that Defendant is liable for: (1) failing to pay for all hours worked, including overtime hours worked (Cal. Labor Code §§ 218, 510, 558, 1194, 1197, 1198, 1199, Wage Order 7); (2) failing to pay all wages at the regular rate of pay, including failure to properly calculate the regular rate of pay for purposes of overtime, sick pay, and meal and rest period premiums (Cal. Labor Code §§ 204, 226, 226.7, 246, 510, 1194); (3) failing to pay all wages owed twice per month (Cal. Labor Code §§ 204, 210); (4) failing to pay minimum wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (5) failing to pay wages due upon termination (Cal. Labor Code §§ 201, 202, 203, 256); (6) failing to provide rest periods, including failure

to provide suitable resting facilities and potable drinking water (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, 2350, 2441, and 8 CCR § 3457); (7) failing to provide timely and uninterrupted meal periods (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198); (8) failing to reimburse for required business expenses, including but not limited to the necessary business use of personal cellular telephones, mileage, and vehicle use (Cal. Labor Code §§ 1198, 2802); (9) failing to provide accurate itemized wage statements and violating record keeping requirements (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5); (10) unlawful, unfair, and fraudulent business practices (Bus. & Prof. Code § 17200, et seq.); and (11) penalties under PAGA, Labor Code § 2698 et seq. Defendant shall not oppose Plaintiff's motion or stipulation for leave to file the amended complaint, and shall stipulate to the filing of the amended complaint for settlement purposes. The Parties shall cooperate in preparing any stipulation required to obtain Court approval to file the amended complaint. Defendant will not be required to file a response to the amended complaint and Plaintiff will file the Motion for Preliminary Approval prior to Defendant's responsive pleading deadline. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with applicable laws, and denies any and all liability

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $775,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount is all-in and non-reversionary. Prior to disbursing the Gross Settlement Amount, the Administrator will provide a disbursement breakdown to Class Counsel and Defense Counsel and will not disburse any funds until the breakdown is approved by both counsels. Any disputes regarding disbursement will be resolved by the Court. Upon receiving approval from the Parties' counsels, 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:

3.2.1. To Plaintiff: Enhancement Award to the Class Representative of not more than $10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third (33.33%) of the Gross Settlement Amount, currently estimated at up to $258,307.00, and a

Class Counsel Litigation Expenses Payment of actual litigation costs incurred up to $25,000.00 subject to Court approval. Defendant will not oppose requests for these payments provided they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on these payments and holds Released Parties harmless, and indemnifies Released Parties, from any dispute regarding any division or sharing of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed the amount of the Administrator's approved bid, without prior approval by both Parties, and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. 20% of each Individual Class Payment will be allocated to wages (reported on IRS W-2) and 80% to penalties and interest (reported on IRS 1099). Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Non-Participating Class Members will not receive any Individual Class Payments; those amounts will be redistributed to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Members: PAGA Penalties in the amount of $75,000.00 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment ($48,750.00) and 35% allocated to Individual PAGA Payments ($26,250.00). The Administrator will calculate each Individual PAGA Payment by (a) dividing the PAGA Members' 35% share by the total number of PAGA Period Pay Periods worked by all PAGA Members and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. Individual PAGA Payments will be reported on IRS 1099 Forms. Each PAGA Member assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Administrator must maintain the Class Data in confidence and use it only for purposes of this Settlement. Defendant has a continuing duty to notify Class Counsel and the Administrator if it discovers that the Class Data

omitted class member information and to provide corrected Class Data as soon as reasonably feasible.

4.2. Funding. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks and transmit payment 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 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 Class Payments to all Participating Class Members including those for whom Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members including those for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the 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 undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. 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 transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4. 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.

5. RELEASE OF CLAIMS.

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

5.1. Plaintiff's General Release. In consideration of Plaintiff's awarded Enhancement Award, Plaintiff's Individual Class Payment, Plaintiff's Individual PAGA Payment, and the other terms and conditions of the Settlement, Plaintiff, and each of her former and present spouses, domestic partners, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release any and all known and unknown claims against Defendant, and the other Released Parties, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and/or PAGA Notice; and (c) all claims whatsoever against Defendant, and the other Released Parties, for allegations arriving out of her employment with Defendant. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights and benefits, if any, of California Civil Code section 1542 ("Plaintiff's Release"). California Civil Code section 1542 reads: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.**"

5.1.1. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to her employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with Plaintiff's employment with Defendant or termination thereof, whether or not

known or suspected to exist, and whether or not specifically or particularly described herein. These released claims also include, but are not limited to, claims arising under federal, state, and local statutory or common law, such as: the Employee Retirement and Income Security Act; Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act; the Age Discrimination in Employment Act (29 USC section 621, et seq.); the Americans with Disabilities Act; the Federal Family and Medical Leave Act; the Genetic Information Nondiscrimination Act of 2008; the Ralph Act; the Bane Act; the California Constitution; the California Labor Code; the California Civil Code; the California Government Code; the Industrial Welfare Commission Wage Orders, and any and all common law, contract or tort claims, such as, but limited to claims for wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, fraud defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional distress, including any claims based upon race, sex, sexual orientation, gender, national origin, ancestry, religion, creed, age, physical disability, mental disability, medical condition, marital status, off duty marijuana use, any intersection of protected activities, or any other category protected by law. This release does not pertain to any right which is not otherwise waivable pursuant to statute or law.

5.2. Participating Class Member Release. In consideration for their awarded Individual Class Payments, Class Members who do not opt out, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release Released Parties from any and all claims arising during the Class Period and alleged in the Operative Complaint, and all claims that arise from the claims and legal theories and primary rights associated with the claims alleged in the Operative Complaint ("Released Class Claims"), including, but not limited to: (1) failing to pay for all hours worked, including overtime hours worked (Cal. Labor Code §§ 218, 510, 558, 1194, 1197, 1198, 1199, Wage Order 7); (2) failing to pay all wages at the regular rate of pay, including failure to properly calculate the regular rate of pay for purposes of overtime, sick pay, and meal and rest period premiums (Cal. Labor Code §§ 204, 226, 226.7, 246, 510, 1194); (3) failing to pay all wages owed twice per month (Cal. Labor Code §§ 204, 210); (4) failing to pay minimum wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (5) failing to pay wages due upon termination, including waiting time penalties (Cal. Labor Code §§ 201, 202, 203, 256); (6) failing to provide rest periods, including failure to provide suitable resting facilities and potable drinking water (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, 2350, 2441, and 8 CCR § 3457); (7) failing to provide timely and uninterrupted meal periods (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198); (8) failing to reimburse for required business expenses, including but not limited to the necessary business use of personal cellular telephones, mileage, and vehicle use (Cal. Labor Code §§ 1198, 2802); (9) failing to provide accurate itemized wage statements and violating record keeping requirements (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5); and (10) unlawful, unfair, and fraudulent business practices (Bus. & Prof. Code § 17200, et seq.); and any and all claims for unpaid wages, overtime, premium payments, liquidated damages, interest, statutory penalties, exemplary damages, attorneys' fees and costs arising, or which could have arisen, from the Operative Complaint.

5.2.1. This release does not pertain to any right which is not otherwise waivable pursuant to statute or law. Released Class Claims do not extend to any claims to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits.

5.3. Release by PAGA Members. In consideration for their awarded portions of the PAGA Civil Penalties, the State of California and PAGA Members, including Non-Participating Class Members who are PAGA Members, completely releases and discharges the Released Parties from any and all, known and unknown PAGA penalty claims asserted in the PAGA Notice(s), and all PAGA claims alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and PAGA Notice(s) ("Released PAGA Claims"), including, but not limited to: (1) failing to pay for all hours worked, including overtime hours worked (Cal. Labor Code §§ 218, 510, 558, 1194, 1197, 1198, 1199, Wage Order 7); (2) failing to pay all wages at the regular rate of pay, including failure to properly calculate the regular rate of pay for purposes of overtime, sick pay, and meal and rest period premiums (Cal. Labor Code §§ 204, 226, 226.7, 246, 510, 1194); (3) failing to pay all wages owed twice per month (Cal. Labor Code §§ 204, 210); (4) failing to pay minimum wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (5) failing to pay wages due upon termination, including waiting time penalties (Cal. Labor Code §§ 201, 202, 203, 256); (6) failing to provide rest periods (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, 2350, and 8 CCR § 3457); (7) failing to provide timely and uninterrupted meal periods (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198); (8) failing to provide suitable resting facilities (Cal. Labor Code §§ 226.7, 1198); (9) failing to provide potable drinking water (Cal. Labor Code § 2441); (10) failing to reimburse for required business expenses, including but not limited to the necessary business use of personal cellular telephones, mileage, and vehicle use (Cal. Labor Code §§ 1198, 2802); and (11) failing to provide accurate itemized wage statements and violating record keeping requirements (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5), and any and all claims for civil penalties (whether under the Private Attorneys General Act, Labor Code section 2698 et seq., Labor Code sections 226.3, 558, 1197.1, 2699, 2699.3, 2699.5, or otherwise) arising out of or relating to the foregoing.

5.3.1. All PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Class Settlement.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"). Class Counsel is responsible for obtaining a prompt hearing date and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator and for timely submitting to the LWDA all documents required under Labor Code section 2699(*s*).

6.2. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final

and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement.

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 attempt to modify the Agreement and otherwise satisfy the Court's concerns. In no event shall any modifications, whether agreed to by the parties or ordered by the court, result in Defendant paying more than the Gross Settlement Amount and applicable employer payroll taxes

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and shall establish a settlement fund meeting the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.2. Notice to Class Members. No later than seven (7) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.2.1. Using best efforts to perform as soon as possible but no later than fourteen (14) calendar days of receipt of 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, with a Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks 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.

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

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

7.2.3. The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA 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 with the re-mailed Class Notice. Class Members who submit a written, signed challenge to his/her Individual Settlement Amount must opt out within 14 days from the date the Claims Administrator mails an adjusted Individual Settlement Amount or notice of rejection of the challenge, or by the Response Deadline, whichever is later.

7.2.4. 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, which ever are later.

7.3. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not 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 is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.3.2. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement,

regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.3. 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.

7.4. Challenges to 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 Class 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 contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel (with employee names redacted) and the Administrator's determination the challenges.

7.5. Objections to Settlement. 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.

7.5.1. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.6. 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.

7.6.1. 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, the

Settlement Agreement, and the Final Approval Order and 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.

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

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

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

7.6.5. Tax Administration. The Administrator shall be responsible for withholding payroll taxes from the Wage Portion of each Individual Class Payment, calculating Defendant's share of employer payroll taxes, remitting payroll tax payments to the appropriate taxing authorities, and issuing the appropriate tax reporting forms to Class Members and Aggrieved Employees.

7.6.6. Administrator's Declaration. Not later than 10 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.6.7. 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 in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.7. LWDA Filing. Plaintiff's counsel shall submit this Agreement to the LWDA within the time limits prescribed by Labor Code section 2699(s).

8. WORKWEEK ESCALATOR.

8.1. Defendant represents that there are approximately 33,000 workweeks during the period from March 2, 2023 through May 9, 2026 (the "Baseline Workweeks"). If the total workweeks worked by Class Members during the Class Release Period exceed 110% of the Baseline Workweeks (the "Workweek Cap"), then either: (a) Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage by which the actual workweeks exceed the Baseline Workweeks, minus 10%. By way of example: if the Baseline Workweeks are 1,000 and the actual workweeks are 1,150 (a 15% increase over the Baseline Workweeks), the Gross Settlement Amount shall increase by 5% (15% actual increase minus the 10% threshold); or (b) The Class Release Period and PAGA Release Period shall end on the last day on which the cumulative workweeks worked by Class Members do not exceed the Workweek Cap (i.e., 33,000 x 1.10 = 36,300) (the "Alternate End Date").

9. DEFENDANT'S RIGHT TO WITHDRAW.

9.1. If the number of valid Requests for Exclusion identified in the Exclusion List is 5% or more of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

10.1. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 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.

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

10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith in an attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval, but neither Party is required to agree to any revisions. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Award, 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.

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

10.5. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, specifically including the scope of the release in Section 5.2 and 5.3 and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Final Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Final Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns and to obtain Final Approval and entry of Final Judgment, 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 Final Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. ADDITIONAL PROVISIONS.

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

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

11.2.1. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. Non-disclosure and Non-publication. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the

Motion for Preliminary Approval is filed. Following preliminary approval of the Settlement, the Class Representative and Class Counsel will not initiate any communications with the media or third parties. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against initiating any media comment. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites, but may not include the name(s) of any of the Parties, or the case name or case number of the Lawsuit.

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

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

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

11.7. 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, 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 may seek the assistance of a mediator and/or the Court for resolution.

11.8. 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 Settlement.

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

11.10. 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.

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

11.12. 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.

11.13. 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.

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

11.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, 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, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.16. 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.

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

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

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

section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20. 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 Class Counsel:
Nazo Koulloukian
nazo@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032

To Defense Counsel:
Thomas McCormick
2211 Michelson Drive, Suite 500
Irvine, CA 92612
tnmccormick@vorys.com, ajrocco@vorys.com

11.21. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

ANAKAREN LUIS

Date: 6/17/2026

ID fqQM38N9SWSKQWJC5ozDjAfy

Plaintiff and Class Representative

ZALE DELAWARE, INC.

Date: _____

By: _____
Its: _____

section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20. 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 Class Counsel:
Nazo Koulloukian
nazo@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032

To Defense Counsel:
Thomas McCormick
2211 Michelson Drive, Suite 500
Irvine, CA 92612
tnmccormick@vorys.com, ajrocco@vorys.com

11.21. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

ANAKAREN LUIS

Date: _____

_____

Plaintiff and Class Representative

ZALE DELAWARE, INC.

Date: 6/16/2026

_____

By: Stash Ptak

Its: Chief Legal, Compliance, and Risk Officer

APPROVED AS TO FORM:

KOUL LAW FIRM, APC

Date: 6/18/2026

Hilary Silvia
ID AsvNwziYnjrR9CNoRwwCZgrg

Nazo Koulloukian
Hilary Silvia
Counsel for Plaintiff ANAKAREN LUIS and the putative class

VORYS SATER SEYMOUR AND PEASE LLP

Date: _____

Thomas McCormick
Adam Rocco
Counsel for Defendant ZALE DELAWARE, INC.

APPROVED AS TO FORM:

KOUL LAW FIRM, APC

Date: _____

_____

Nazo Koulloukian
Hilary Silvia
Counsel for Plaintiff ANAKAREN LUIS and the putative class

VORYS SATER SEYMOUR AND PEASE LLP

Date: 6/16/2026

_____

Thomas McCormick
Adam Rocco
Counsel for Defendant ZALE DELAWARE, INC.

EXHIBIT A
COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL
Luis v. Zale Delaware, Inc.
San Diego County Superior Court Case No. 25CU025823N

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 Zale Delaware, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Anakaren Luis ("Plaintiff") and seeks payment of (1) alleged back wages and other relief for a class of hourly, nonexempt employees ("Class Members") who worked for Defendant in California at a Banter By Piercing Pagoda during the Class Period beginning March 2, 2023 to _____; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, nonexempt employees who worked for Defendant in California at a Banter By Piercing Pagoda during the PAGA Period beginning October 28, 2023 to _____ ("PAGA Members"). Defendant denies these allegations.

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**.

The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant' 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 or pay periods than the amounts stated, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment 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.

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 Fin al 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 PAGA Payment (if any) depends 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws by failing to pay all wages owed, including overtime and minimum wages, wages due upon termination, and reimbursable expenses, as well as failing to provide meal periods, rest breaks, water, and accurate itemized wage statements. 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: Nazo Koulloukian, Esq. of Koul Law Firm, APC ("Class Counsel").

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

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

So far, the Court has not decided whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge to serve as a neutral mediator to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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 $775,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be

paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final.

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 $258,307.00 (approximately 33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $_____ to the Administrator for services administering the Settlement.

    D. Up to $75,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period 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 penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes 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 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 don't cash it by the void date, your check will be automatically cancelled, and the money will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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

8. Administrator. The Court has appointed a neutral company, ILYM 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 or claims based on the Class Period facts as alleged in the Action and resolved by this Settlement. Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action including but not limited to those alleged in any of the operative complaints filed in this lawsuit through the Class Period, including, but not limited to: (1) failure to pay for all hours worked, including overtime hours worked; (2) failure to pay all wages at the regular rate of pay, including failure to properly calculate the regular rate of pay for purposes of overtime, sick pay, and meal and rest period premiums; (3) failure to pay all wages owed twice per month; (4) failure to pay minimum wage; (5) failure to pay wages due upon termination, including waiting time penalties; (6) failure to provide rest periods, including failure to provide suitable resting facilities and potable drinking water; (7) failure to provide timely and uninterrupted meal periods; (8) failure to reimburse for required business expenses pursuant to Labor Code section 2802, including but not limited to failure to reimburse for mileage, vehicle use, and the necessary business use of personal cellular telephones; (9) failure to provide accurate itemized wage statements and violation of record keeping requirements; (10) unlawful, unfair, and fraudulent business practices in violation of California Business and Professions Code section 17200 et seq; and any and all attendant claims for unpaid wages, overtime, premium payments, liquidated damages, interest, statutory penalties, exemplary damages, and attorneys' fees and costs. This release excludes claims not permitted by law. This release does not pertain to any right which is not otherwise waivable pursuant to statute or law. Released Class Claims do not extend to any claims to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits.

10. PAGA Settlement Group Member 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 Members Releases for Participating and Non-Participating Class Members are as follows:

In consideration for their awarded portions of the PAGA Civil Penalties, the State of California and PAGA Members, including Non-Participating Class Members who are PAGA Members, completely releases and discharges the Released Parties from any and all, known and unknown PAGA penalty claims asserted in the PAGA Notice dated October 28, 2024, and all PAGA claims alleged or reasonably could have been alleged

based on the facts stated in the Operative Complaint and PAGA Notice ("Released PAGA Claims"), including, but not limited to: (1) failure to pay for all hours worked, including overtime hours worked; (2) failure to pay all wages at the regular rate of pay, including failure to properly calculate the regular rate of pay for purposes of overtime, sick pay, and meal and rest period premiums; (3) failure to pay all wages owed twice per month; (4) failure to pay minimum wage; (5) failure to pay wages due upon termination, including waiting time penalties; (6) failure to provide rest periods; (7) failure to provide timely and uninterrupted meal periods; (8) failure to provide suitable resting facilities; (9) failure to provide potable drinking water; (10) failure to reimburse for required business expenses pursuant to Labor Code section 2802, including but not limited to failure to reimburse for mileage, vehicle use, and the necessary business use of personal cellular telephones; (11) failure to provide accurate itemized wage statements and violation of record keeping requirements; and any and all claims for civil penalties (whether under the Private Attorneys General Act, Labor Code section 2698 et seq., Labor Code sections 226.3, 558, 1197.1, 2699, 2699.3, 2699.5, or otherwise) arising out of or relating to the foregoing.

All PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Class Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $26,250.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Settlement Group Member.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant' records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or PAGA 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 PAGA 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 resolve Workweek and/or PAGA 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. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a 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.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Settlement Group 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 in 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 (by email, fax, or mail) with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to **personally sign your request**, identify the Action as *Luis v. Zale Delaware, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE] or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website (url) .

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** [DATE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Luis v. Zale Delaware, Inc.* 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 on [DATE] at [time] in [Dept.] of the San Diego County Superior Court, located at _____. 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 comments from objectors, Class Counsel and Defense Counsel before making a decision.

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.

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

Class Counsel:

Nazo Koulloukian
Nazo@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032

Settlement Administrator: Name of Company:

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds. You may search for unclaimed property online at **https://ucpi.sco.ca.gov/**

11. WHAT IF I CHANGE MY ADDRESS?

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