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MARK GLATT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

HUMBERTO BELTRAN CAMPOS, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff,

vs.

MARK GLATT; and DOES 1 to 25,
inclusive,

Case No.: 25STCV09123

*[Assigned For All Purposes To Hon. Carolyn
B. Kuhl]*

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Action filed: March 27, 2025

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Humberto Beltran Campos
3 (“Plaintiff” or “Class Representative”), in his individual capacity, as class representative, and as a private
4 attorney general, and Defendant Mark Glatt (“Defendant”). This Settlement Agreement refers to Plaintiff
5 and Defendant collectively as the “Parties”, or individually as “Party”. Subject to the Court’s approval, the
6 above-referenced action is being compromised and settled under the terms set forth below. This Settlement
7 Agreement binds Plaintiff and the class purported to be represented and Defendant, subject to the terms set
8 forth below.

9 DEFINITIONS

10 The following definitions are applicable to this Settlement Agreement. Definitions contained
11 elsewhere in this Settlement Agreement will also be effective:

12 1. “Action” means the lawsuit captioned *Humberto Beltran Campos v. Mark Glatt*, Case No.
13 25STCV09123 (Los Angeles County Superior Court), initiated on March 27, 2025.

14 2. “Aggrieved Employee” means all persons who worked for Defendant as non-exempt,
15 hourly paid employees in California at any time during the PAGA Period.

16 3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
17 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs
18 incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant
19 fees, investigation costs, and costs associated with documenting the Settlement, providing any notices
20 required as part of the Settlement or Court order, securing the Court’s approval of the Settlement,
21 administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will
22 request attorneys’ fees not in excess of 33.33 % (one-third) of the Gross Settlement Amount, or Eighty
23 Thousand Dollars and Zero Cents (\$80,000.00). The Attorneys’ Fees and Costs will also mean and include
24 the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and
25 settlement of the Action, up to Twelve Thousand Dollars (\$12,000), subject to the Court’s approval.
26 Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth
27 above.

28 4. “Class Counsel” means Maralle Messrelian, Esq. of MM Law, APC.

1 5. “Class List” means a complete list of all Class Members that Defendant will diligently and
2 in good faith compile from their records and provide to the Settlement Administrator and Class Counsel
3 within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be
4 formatted in Microsoft Office Excel to the extent possible and will include each Class Member’s full name;
5 most recent mailing address and telephone number; Social Security number; dates of employment; the
6 respective number of Workweeks that each Class Member worked during the Class Period and the number
7 of PAGA Pay Periods worked during the PAGA Period; and any other relevant information needed to
8 calculate settlement payments.

9 6. “Class Member(s)” or “Settlement Class” means all current and former non-exempt, hourly
10 paid employees who worked for Defendant in California at any time during the Class Period.

11 7. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
12 attached as Exhibit A.

13 8. “Class Period” means the period from March 27, 2021 to June 30, 2025.

14 9. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in
15 recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general
16 release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to
17 the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative
18 Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

19 10. “Court” means the Los Angeles County Superior Court.

20 11. “Defendant” means Defendant Mark Glatt

21 12. “Defense Counsel” means Adam F. Sloustcher and Jamie L. Gross, Esq. of Fisher &
22 Phillips LLP.

23 13. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order granting
24 final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
25 following occurrences: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then
26 the date the Court enters Judgment; or (b) if one or more Class Members files an objection to the Settlement,
27 the day after the deadline for filing a notice of appeal from the Judgment, i.e., the sixty-first (61st) calendar
28 day after the Court enters Judgment of Final Approval, provided no appeal is initiated by an objector; or (c)

1 if a timely appeal from the Judgment is initiated by an objector, then the date after the appellate court affirms
2 the Judgment and issues a remittitur, resulting in final judicial approval of the Settlement.

3 14. "Final Approval" means the date on which the Court enters an order granting final approval
4 of the Settlement Agreement.

5 15. "Final Approval Order" means the Court's order granting final approval of the Settlement
6 Agreement.

7 16. "Gross Settlement Amount" means the Gross Settlement Amount of Two Hundred Forty
8 Thousand Dollars (\$240,000), to be paid by Defendant in full satisfaction of all Released Class Claims and
9 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs,
10 the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement
11 Administration Costs. This Gross Settlement Amount (GSA) has been agreed to by Plaintiff and Defendant
12 based on the aggregation of the agreed-upon settlement value of individual claims. In no event will
13 Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth
14 herein. Defendant shall not be obligated to pay anything more than the Gross Settlement Amount except
15 for employer payroll taxes. There will be no reversion of the Gross Settlement Amount to Defendant.
16 Defendant will be separately responsible for any employer payroll taxes required by law, including the
17 employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

18 17. "Individual Settlement Payment" means each Participating Class Member's and Aggrieved
19 Employee's respective pro rata shares of the Net Settlement Amount and Aggrieved Employee Payment.

20 18. "Judgment" means the judgment entered by the Court based upon granting final approval
21 of the Settlement Agreement.

22 19. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
23 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the LWDA
24 Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed to
25 Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendant.

26 20. "Notice of Objection" means a Class Member's valid and timely written objection to the
27 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
28 signature, address, and telephone number, (b) a written statement of all grounds for the objection

1 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
2 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
3 fairness hearing.

4 21. “PAGA Notice” means Plaintiff’s October 28, 2024 notice to the California Labor &
5 Workforce Development Agency (LWDA).

6 22. “PAGA Pay Periods” means any pay period during which an Aggrieved Employee worked
7 for Defendant for at least one (1) day during the PAGA Period. All Aggrieved Employees will be credited
8 with at least one Pay Period during the PAGA Period.

9 23. “PAGA Period” means the period from January 21, 2024 to June 30, 2025.

10 24. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the
11 Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees in connection with
12 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
13 *seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Ten Thousand Dollars (\$10,000) of the
14 Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Sixty-Five Percent
15 (65%), or Six Thousand Five Hundred Dollars (\$6,500), of the PAGA Settlement Amount will be paid to
16 the California Labor and Workforce Development Agency (“LWDA Payment”), and Thirty-Five Percent
17 (35%), or Three Thousand Five Hundred Dollars (\$3,500) (“Aggrieved Employee Payment”), of the PAGA
18 Settlement Amount will be disbursed to Aggrieved Employees, regardless of whether they request to be
19 excluded from the Settlement Class.

20 25. “Parties” means Plaintiff and Defendant collectively.

21 26. “Participating Class Members” means all Class Members who do not submit timely and
22 valid Requests for Exclusion.

23 27. “Plaintiff” means Plaintiff Humberto Beltran Campos.

24 28. “Preliminary Approval” means the date on which the Court enters an order granting
25 preliminary approval of the Settlement Agreement.

26 29. “Preliminary Approval Order” means the proposed order granting preliminary approval of
27 the Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the
28 Court.

1 30. “Released Class Claims” means any and all claims that were or could have been alleged in
2 the Operative Complaint that arose during the Class Period including without limitation with respect to the
3 following claims: (a) failure to pay all wages earned for all hours worked at the correct rates of pay, including
4 for minimum, regular, overtime, and doubletime wages; (b) failure to authorize or permit rest periods; (c)
5 failure to authorize or permit meal periods; (d) failure to indemnify employees for employment related
6 losses and expenditures; (e) failure to provide accurate itemized wage statements; (f) failure to pay wages
7 when employment ends; (g) failure to provide sick pay; and (h) all claims under California Business &
8 Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims,
9 causes of action or legal theories described above; (i) violation of or claims under the following sections of
10 the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 233, 246, 246.5, 510, 512, 558,
11 558.1, 1174, 1194, 1197, 1198, 2800, 2802; and (j) violation of the California Industrial Wage Orders that
12 could have been premised on the facts, claims, causes of action or legal theories described above, as well as
13 any potential penalties, interest or attorneys’ fees associated with all of such causes of action under
14 California law.

15 31. “Released PAGA Claims” means any and all claims, demands, rights, liabilities and causes
16 of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably
17 could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and
18 any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the
19 PAGA Period.

20 32. “Released Parties” means Defendant, and each of its former and present directors, officers,
21 principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors,
22 successors, assigns, DBAs, parents, subsidiaries, and affiliates.

23 33. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
24 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
25 address, telephone number and last four digits of the Social Security Number of the Class Member
26 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
27 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be emailed
28 or postmarked on or before the Response Deadline.

1 34. “Response Deadline” means the deadline by which Class Members must postmark or
2 email to the Settlement Administrator Requests for Exclusion, postmark or email disputes concerning the
3 calculation of Individual Settlement Payments, or postmark or email Notices of Objection to the Settlement
4 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
5 Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday
6 or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
7 Postal Service is open. Those Class Members who receive a re-mailed Class Notice, will have either (a)
8 fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later,
9 to submit a Request for Exclusion, disputes concerning the calculation of Individual Settlement Payments,
10 or an objection to the Settlement.

11 35. “Settlement Administration Costs” means the costs payable from the Gross Settlement
12 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
13 printing, distributing, and tracking documents for this Settlement, sending notices and translating the same
14 to Spanish, calculating the individual payments to be issued to Class Members and Aggrieved Employees,
15 establishing a qualified settlement fund and holding the various payments from Defendant comprising the
16 Gross Settlement Amount and employer payroll taxes, tax reporting, distributing the Gross Settlement
17 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
18 Administration Costs shall not exceed Six Thousand Dollars (\$6,000) and will be paid from the Gross
19 Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the
20 Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement
21 Administration Costs are currently estimated to be Five Thousand Nine Hundred Fifty Dollars (\$5,950).

22 36. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action
23 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
24 administering this Settlement. The Parties and their Counsel each represent that they do not have any
25 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
26 Administrator that could create a conflict of interest.

27 37. “Workweeks” means any week during which a Class Member worked for Defendant for
28 at least one (1) day during the Class Period. All Class Members will be credited with at least one Workweek

during the Class Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

38. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement Amount, subject to and only following the Court's Final Approval of the Settlement. Should Defendant be able to fund the entire GSA at the time of final approval, payment shall be due thirty (30) days after the Effective Date and no financial disclosures shall be provided to class counsel. Should Defendant require payment plan to fund the GSA, it shall be entitled to pay in equal monthly installments of \$40,000 for a period of six (6) months following the final approval. The need for such a payment plan must be supported by financial disclosures in the form of balance sheets and profit and loss statements for Q3 and Q4 of 2025, as well as YTD statements for 2026. The decision regarding Defendant's ability to pay by way of a single lump sum or through monthly installments shall be communicated to Plaintiff's counsel prior to Plaintiff's filing of the Motion for Preliminary Approval to allow the Court to be notified of any payments as part of the approval process. The date on which Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date."

39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than 33.33% (one-third) of the Gross Settlement Amount, which is currently estimated to be Eighty Thousand Dollars and Zero Cents (\$80,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, mediator fees, etc.), not to exceed Twelve Thousand Dollars (\$12,000), both of which will be paid from the Gross Settlement Amount.

40. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the

1 Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement
2 Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement
3 Payment sought by Plaintiff is not ultimately awarded by the Court. The Settlement Administrator will
4 report the Class Representative Enhancement Payment on IRS 1099 Forms.

5 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
6 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
7 Amount, not to exceed Six Thousand Dollars and Zero Cents (\$6,000) (currently estimated to be \$5,950).
8 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
9 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
10 Notices and translating same to Spanish, calculating and distributing the Gross Settlement Amount, and
11 providing necessary reports and declarations.

12 42. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of
13 Ten Thousand Dollars (\$10,000) from the Gross Settlement Amount will be designated for satisfaction and
14 release of Plaintiff's PAGA claim. Pursuant to the PAGA, Sixty-Five Percent (65%), or Six Thousand Five
15 Hundred Dollars (\$6,500), of this sum will be paid to the LWDA ("LWDA Payment") and Thirty-Five
16 Percent (35%), or Three Thousand Five Hundred Dollars (\$3,500), will be paid to Aggrieved Employees
17 ("Aggrieved Employees Payment") on a pro rata basis based on the PAGA Employee's pay periods worked
18 during the PAGA Period.

19 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
20 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
21 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved
22 Employee has the right to exclude himself or herself from the release of the Released PAGA Claims, and
23 all Aggrieved Employees will receive their shares of the Aggrieved Employee Payment. The Parties also
24 agree that no Aggrieved Employee has the right to object to the PAGA Settlement Amount.

25 44. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
26 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
27 Defendant.

28 45. Aggrieved Employee Payment. The entire Aggrieved Employee Payment will be

distributed to all Aggrieved Employees. No portion of the Aggrieved Employee Payment will revert to or be retained by Defendant.

46. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount and Aggrieved Employee Payment based on the number of Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a Aggrieved Employee worked during the PAGA Period, respectively. Specific calculations of Individual Settlement Payments will be made as follows:

46(a) Payments from the Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." The Net Settlement Amount portion of each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

46(b) Payments from the Aggrieved Employee Payment. Defendant will calculate

the total number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period and the aggregate total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's estimated "Individual Settlement Payment" from the Aggrieved Employee Payment the Settlement Administrator will use the following formula: The Aggrieved Employee Payment will be divided by the aggregate total number of PAGA Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." The Aggrieved Employee Payment portion of each Aggrieved Employee's "Individual Settlement Payment" will be calculated by multiplying each individual Aggrieved Employee's total number of PAGA Pay Periods by the PAGA Pay Period Value. The entire Aggrieved Employee Payment will be disbursed to all Aggrieved Employees.

47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members or Aggrieved Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan, nor do any payments under this Settlement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

48. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

49. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List

1 from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular
2 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

3 51. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
4 Settlement Administrator will perform a search based on the National Change of Address Database for
5 information to update and correct for any known or identifiable address changes. Any Class Notices
6 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
7 within five (5) business days via regular First-Class U.S. Mail to the forwarding address affixed thereto and
8 the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding
9 address is provided, the Settlement Administrator will promptly attempt to determine the correct address
10 using a skip-trace, or other search using the name, address and/or Social Security Number of the Class
11 Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
12 Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the
13 Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the
14 calculation of the Class Member's Individual Settlement Payment, or an objection to the Settlement.

15 52. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
16 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
17 terms; (c) the Settlement Class and Aggrieved Employee definitions; (d) the total number of Workweeks
18 and PAGA Pay Periods each respective Class Member and Aggrieved Employee worked for Defendant
19 during the Class Period and PAGA Period; (e) each Class Member's and Aggrieved Employee's estimated
20 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates
21 which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for
22 Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or email
23 Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

24 53. Disputed Information on Class Notices. Class Members will have an opportunity to dispute
25 the information provided in their Class Notices. To the extent Class Members dispute their employment
26 dates or the number of Workweeks or PAGA Pay Periods on record, Class Members may produce evidence
27 to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be
28 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the

Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or email a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by email within that period, it will be deemed untimely.

55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and email or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion.

56. Class Workweeks Estimate/Escalator Clause. This Settlement is based on Defendant's representation that there are a total of 7,422 Workweeks as of June 16, 2025 (i.e., as of the date the Parties participated in mediation). If the actual number of Workweeks worked by Class Members eligible to participate in the Settlement is greater than 10% of this estimate (i.e., by more than 742 Workweeks) by the end of the Class Period, then the Class Period shall end on the date on which the number of workweeks is no more than 10% higher than 7,422. Defendant shall verify the Workweeks and notify Plaintiff's counsel whether the escalator clause has been triggered prior to the filing of Plaintiff's motion for preliminary approval.

57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as

well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

58. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period. The Released Class Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by Participating Class Members for any and all of the Released Class Claims.

59. Releases by Aggrieved Employees. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Aggrieved Employee, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or Aggrieved Employees for any and all of the Released PAGA Claims.

60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all Participating Class Members and Aggrieved Employees, Plaintiff, individually and on behalf of his former and present spouses, representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, will generally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, transactions, or occurrences of any nature whatsoever, whether known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived. 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

1 facts or Plaintiff's discovery of them. To the extent the foregoing release is a release to which Section 1542
2 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
3 waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
4 Civil Code or similar provisions of applicable law which are as follows:

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

10 61. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
11 email or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
12 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
13 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed
14 to have waived all objections to the Settlement and will be foreclosed from making any objections, whether
15 by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek
16 to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement
17 or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class
18 Members with respect to any such objections to this Settlement. If a Class Member timely submits both a
19 Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and
20 considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or
21 be bound by the Settlement.

22 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
23 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies the
24 number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement,
25 and whether any Class Member has submitted a challenge to any information contained in their Class
26 Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator
27 will provide to counsel for both Parties any updated reports regarding the administration of the Settlement
28 Agreement as needed or requested. Not later than 5 days after the expiration of the deadline for submitting

1 Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel
2 containing the names of Class Members who have timely submitted valid Requests for Exclusion
3 (“Exclusion List”) and the names of Class Members who have submitted invalid Requests for Exclusion.

4 63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
5 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
6 and Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class
7 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
8 performed in connection with the Settlement.

9 64. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment
10 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
11 than one hundred and eighty (180) calendar days after issuance will be transmitted to the State Controller
12 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to
13 the requirements of California Code of Civil Procedure Section 384, subd. (b).

14 65. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify such completion to the
16 Court and counsel for all Parties.

17 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
18 allocated as follows: (a) Ten Percent (10%) of the Net Settlement Amount portion of each Individual
19 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Ninety
20 Percent (90%) of the Net Settlement Amount portion of each Individual Settlement Payment will be
21 allocated as penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent
22 (100%) of payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be
23 treated as non-wages for which IRS Forms 1099-MISC will be issued.

24 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
25 will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class
26 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
27 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
28 penalties to the appropriate government authorities.

1 68. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
2 the payments called for hereunder, and Plaintiff, Participating Class Members, and Aggrieved Employees
3 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
4 Administrator in this regard.

5 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
6 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
7 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
8 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
9 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
10 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
11 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
12 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
13 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
14 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
15 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
16 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
17 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
18 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
19 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
20 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
21 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
22 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S
23 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
24 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
25 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
26 BY THIS AGREEMENT.

27 70. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
28 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

71. No Related Matters. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending action asserting claims that will be extinguished or affected by the Settlement.

72. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

73. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% 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 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.

74. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

75. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the

1 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
2 Court's permission, a final fairness hearing will be conducted to determine the final approval of the
3 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
4 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment;
5 (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
6 necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
7 and costs application to be heard at the final approval hearing.

8 76. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
9 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
10 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
11 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c)
12 such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
13 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

14 77. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
15 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
16 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

17 78. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
18 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
19 be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and
20 California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
21 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties
22 agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
23 of this Settlement Agreement.

24 79. Amendment or Modification. No amendment, change, or modification to this Settlement
25 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
26 by the Court.

27 80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
2 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
3 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
4 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
5 agreement on the form or content of any document needed to implement the Settlement, or on any
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
7 may seek the assistance of the Court to resolve such disagreement.

8 81. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
9 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
11 be governed by and interpreted according to the laws of the State of California.

12 83. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
13 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
14 counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the
15 signature page, will be deemed to be one and the same instrument.

16 84. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
18 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
19 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
20 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
21 and reasonableness of this Settlement.

22 85. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
23 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
24 with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

25 86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
26 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
27 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
28 either party may appeal any court order that materially alters the Settlement Agreement's terms.

1 87. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
2 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
3 approved, the stipulation to certification will be void. The Parties further agree that certification for purposes
4 of the Settlement is not an admission that class action certification is proper under the standards applied to
5 contested certification motions and that this Settlement Agreement will not be admissible in this or any other
6 proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff
7 or any Class Member, other than according to the Settlement's terms.

8 88. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
9 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
10 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or
11 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
12 laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in
13 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
14 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
15 negotiations connected with it, will be construed as an admission or concession by Defendant of any such
16 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the
17 terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
18 received as evidence in any action or proceeding to establish any liability or admission on the part of
19 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
20 with, federal, state, local or other applicable law.

21 89. Informal Discovery. The Parties agree that any and all information provided pursuant to
22 Cal. Evid. Code §1152, and all documents, disclosures and/or exchanges of information provided in
23 connection with mediation, other settlement negotiations, or in connection with the Settlement, are
24 privileged and confidential, and may be used only with respect to this Settlement, and no other purpose.
25 Such information shall include but is not limited to: (1) Class Members' time and payroll records; (2) written
26 policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege.
27 The Parties agree to treat and maintain the information disclosed confidentially, protect it, and take any and
28 all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly

1 agree that Class Counsel may disclose such information to the Court as is necessary to consummate and
2 finalize the approval process of the Settlement by the Court.

3 90. No Public Comment. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
4 agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will
5 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
6 publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to
7 any person, corporation, association, government agency. This paragraph does not restrict Class Counsel's
8 communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class
9 Members. Thereafter, Plaintiff and Class Counsel will further agree to keep this Settlement confidential,
10 including, without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or
11 online platforms. Exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary
12 to comply with the law, judicial process, or for financial planning or tax preparation purposes, including in
13 response to a court order or subpoena, or inquiry or subpoena by a state or federal government agency; (b)
14 disclosures to the Parties' attorneys, accountant, or spouses, all of whom will be instructed to keep this
15 Settlement Agreement confidential; (c) counsel in a related matter with the instruction to keep this
16 Settlement Agreement confidential; (d) to obtain and seek approval of this Settlement in Court and as is
17 necessary to provide settlement information to Class Members and Aggrieved Employees; (e) if any party
18 to this Settlement Agreement seeks to enforce any term or condition of this Settlement against any other
19 party to this Settlement; and (f) in court filings to establish adequacy of counsel in other actions, or for
20 purposes of seeking approval of comparable settlements.

21 91. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
22 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
23 a further waiver by such party of the same or any other condition, covenant, right or remedy.

24 92. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
25 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
26 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
27 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
28 fees incurred in connection with any enforcement actions.

1 93. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
3 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
4 counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between
5 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

6 94. Representation By Counsel. The Parties acknowledge that they have been represented by
7 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
8 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
9 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

10 95. All Terms Subject to Final Court Approval. All amounts and procedures described in this
11 Settlement Agreement herein will be subject to final Court approval.

12 96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
13 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
14 Agreement.

15 97. Binding Agreement. The Parties warrant that they understand and have full authority to
16 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
17 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
18 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
19 might apply under federal or state law.

20
21 *[Continued on next page]*
22
23

24 **[READ CAREFULLY BEFORE SIGNING]**
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28

1 **PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

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4 DATED: 11/11/2025, 2025

By: 
Humberto Beltran Campos (Nov 11, 2025 14:07:28 PST)
Plaintiff Humberto Beltran Campos

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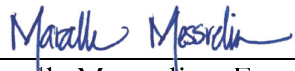
6 *Approved as to Form:*

7

8 DATED: November 11, 2025

MM LAW, APC

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10 By: 
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

11

12 **DEFENDANT AND COUNSEL FOR DEFENDANT**

13 MARK GLATT

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15 DATED: Nov 19, 2025, 2025

By: 
Mark Glatt (Nov 19, 2025 14:31:41 PST)
Mark Glatt, Chief Executive Officer

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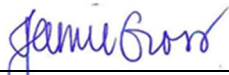
17 *Approved as to Form:*

18

19 DATED: November 19, 2025

FISHER & PHILLIPS LLP

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21 By: 
Adam F. Sloustcher, Esq.
Jamie L. Gross, Esq.
Attorneys for Defendant

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EXHIBIT A

Humberto Beltran Campos v. Mark Glatt, Case No. 25STCV09123
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt, hourly paid employees who worked for Defendant Mark Glatt in California at any time during the Class Period of March 27, 2021 to October 4, 2025 (“Class Members”).

All current and former non-exempt, hourly paid employees who worked for Defendant Mark Glatt in California at any time during the PAGA Period of January 21, 2024 to October 4, 2025. (“Aggrieved Employees”).

On [REDACTED], the Honorable Carolyn B. Kuhl of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2026 in Department 12 of the Los Angeles County Superior Court – Spring Street Courthouse located at 312 N. Spring St., Los Angeles, California 90012.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

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 deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Amount and, if you are also a Aggrieved Employee, the Aggrieved Employee Payment. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the Aggrieved Employee Payment and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE, TIME] in Department 12 of the Los Angeles County Superior Court – Spring Street Courthouse located at 312 N. Spring St., Los Angeles, California 90012. 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. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Humberto Beltran Campos, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant Mark Glatt violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

Defendant Mark Glatt denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court has not ruled on the merits of Plaintiff’s claims and has not decided in favor of Plaintiff or Defendant and there was no trial. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On June 16, 2025, the parties participated in a mediation with Jason Marsili, Esq., an experienced and well-respected mediator. With Mr. Marsili’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelian, Esq. of MM Law, APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$240,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Humberto Beltran Campos for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$80,000 in attorneys' fees and up to \$12,000 in litigation costs and expenses; (4) a \$10,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$6,500 payment (65%) to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$3,500 payment (35%) ("Aggrieved Employee Payment") to all Aggrieved Employees; and (5) reasonable Settlement Administrator's fees and expenses not to exceed \$6,000. After deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the LWDA Payment, and Settlement Administration Costs, a total of approximately \$125,500 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Amount"). Additionally, all Aggrieved Employees will receive a proportional share of the \$3,500 Aggrieved Employee Payment, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member from March 27, 2021 to October 4, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ [REDACTED].

Payments from the Aggrieved Employee Payment. Defendant will calculate the total number of Pay Periods worked by each Aggrieved Employee from January 21, 2024 to October 4, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's estimated "Individual Settlement Payment" from the Aggrieved Employee Payment, the Settlement Administrator will use the following formula: The Aggrieved Employee Payment will be divided by the aggregate total number of PAGA Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." The Aggrieved Employee Payment portion of each Aggrieved Employee's "Individual Settlement Payment" will be calculated by multiplying each individual Aggrieved Employee's total number of PAGA Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the Aggrieved Employee Payment even if he/she/they submits a valid Request for Exclusion.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the Aggrieved Employee Payment is approximately \$ [REDACTED].

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o [REDACTED]

Email: [REDACTED]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a Aggrieved Employee, the Released PAGA Claims:

Released Class Claims: Any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all wages earned for all hours worked at the correct rates of pay, including for minimum, regular, overtime, and doubletime wages; (b) failure to authorize or permit rest periods; (c) failure to authorize or permit meal periods; (d) failure to indemnify employees for employment related losses and expenditures; (e) failure to provide accurate itemized wage statements; (f) failure to pay wages when employment ends; (g) failure to provide sick pay; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2800, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or emailed not later than _____, 2026. If you submit a Request for Exclusion which is not postmarked or emailed by _____, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are a Aggrieved Employee, you will still release the Released PAGA Claims, and will receive a payment from the Aggrieved Employee Payment.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be emailed or mailed to the administrator at [administrator's email address and mailing address].

All written objections must be received by the administrator by not later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the Los Angeles County Superior Court's Online Services at <https://www.lacourt.org/online/civil>, or by visiting the Clerk's Office at the Los Angeles County Superior Court, 312 N Spring Street, Los Angeles, California 90012, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. (For more information on reservations for in-person services, please visit the Los Angeles Superior Court's website at www.lacourt.org).

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, ILYM Group, Inc. , toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant' attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant Mark Glatt</u>
Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747 Email: maralle@mmlawapc.com	Adam F. Sloustcher Jamie L. Gross, Esq. FISHER & PHILLIPS LLP 4747 Executive Dr, Ste 1000 San Diego, CA 92121-3113 Phone: 858-666-3334 Email: asloustcher@fisherphillips.com ; jgross@fisherphillips.com

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******