CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Rebecca Kurkhill ("Plaintiff") and Defendant Kendo Holdings Inc. ("Kendo"). The Agreement refers to Plaintiff and Kendo collectively as "Parties" or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1 "Action" means Plaintiff's lawsuit alleging wage and hour violations against Kendo captioned *REBECCA KURKHILL, on behalf of herself and all others similarly situated, and the general public v. KENDO HOLDINGS, INC., a Delaware corporation; and DOES 1-50 inclusive*, initiated on December 6, 2024 in Los Angeles County Superior Court, Case No.: 24STCV32366, and amended on January 29, 2025.

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 and former non-exempt employees who worked for Kendo in California during the Class Period.

1.5 "Class Counsel" means David G. Spivak and Caroline Tahmassian of The Spivak Law Firm.

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

1.7 "Class Data" means the class member identifying information in Kendo's possession, including the class member's name, last-known mailing address, social security number, and number of pay periods worked during the Class Period and PAGA Period.

1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).

1.9 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11 "Class Pay Period" means any Pay Period during which a Class Member worked for Kendo on at least one day in California during the Class Period.

1.12 "Class Period" means the period from December 6, 2020 through December 18, 2025, or the date the Court enters an order granting preliminary approval of the Settlement, whichever occurs first.

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

1.14 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Los Angeles.

1.16 "Kendo" means the named Defendant Kendo Holdings, Inc.

1.17 "Defense Counsel" means Kent J. Sprinkle, Candace DesBaillets, and Sophia Jimenez of CDF Labor Law LLP.

1.18 "Effective Date" means the date of the latest of (a) entry of an order by the Court granting Final Approval of the Settlement; or (b) if there are objections to the Settlement which are not withdrawn, and if an appeal, review, or writ is not sought from the Final Approval Order and Judgment, the sixty-first (61^{st}) day after service of notice of entry of Judgment; or (c) if there is an appeal, review, or writ, the dismissal or denial of the appeal, review, or writ, if the Judgment is no longer subject to further judicial review.

1.19 "Final Approval" means the Court's Order granting final approval of the Settlement.

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

1.21 "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means Three Hundred Seventy Five Thousand Dollars and Zero Cents ($375,000.00), which is the total amount Kendo agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator

Expenses Payment. Kendo shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary. Subject to Paragraph 8, Kendo will not be required to pay more than the Gross Settlement Amount to satisfy its obligations under the Settlement.

1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.

1.24 "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.

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

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

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

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.29 "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.

1.30 "PAGA Member" means any non-exempt hourly employee who works or worked for Kendo in California at any time during the PAGA Period.

1.31 "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Kendo on at least one day in California during the PAGA Period.

1.32 "PAGA Period" means the period from November 20, 2023 through December 18, 2025, or the date the Court enters an order granting preliminary approval of the Settlement, whichever occurs first.

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

1.34 "PAGA Notice" means Plaintiff's November 20, 2024 letter to Kendo and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35 "PAGA Penalties" means the total amount of $10,000 as PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members ($3,500) and 65% to the LWDA ($6,500) in settlement of the PAGA claims.

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

1.37 "Plaintiff" means Rebecca Kurkhill, the named plaintiff in the Action.

1.38 "Preliminary Approval" means the Court's Order granting preliminary approval of the Settlement.

1.39 "Preliminary Approval Order" means the Court's Order granting preliminary approval of the Settlement.

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

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

1.42 "Released Parties" means Kendo Holdings Inc. and any of each of its former and present directors, officers, shareholders, partners, owners, managers, attorneys, insurers, predecessors, successors, assigns, parents (including LVMH Moët Hennessy Louis Vuitton S.E.), subsidiaries, divisions (including Lip Lab), franchises, assigns, affiliates, agents, current and former employees, representative, related entities, and all persons and entities acting by, through, under, or in concert with any of them.

1.43 "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.

1.44 "Response Deadline" means forty-five (45) days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

2. RECITALS.

2.1 On December 6, 2024, Plaintiff filed a class action complaint against Kendo in Los Angeles County Superior Court, alleging: (1) Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Breaks; (4) Failure to Indemnify;

(5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition. On January 29, 2025, Plaintiff filed a First Amended Complaint adding an eighth cause of action for civil penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Kendo denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Kendo and the LWDA by sending the PAGA Notice.

2.3 On December 23, 2024, the Court issued a Minute Order designating the Action as Complex, and instructing the Parties to file a Notice of Appearance in lieu of an Answer or other responsive pleading until further Order of the Court.

2.4 On March 3, 2025, Defendant filed a Notice of Appearance.

2.5 On May 7, 2025, the Court granted the Parties' Joint Stipulation to stay proceedings pending mediation.

2.6 On September 5, 2025, the Parties participated in a mediation with mediator Gail Glick, Esq., which led to this Agreement to settle the Action.

2.7 Prior to mediation, Plaintiff obtained, through informal discovery, an initial sampling of time and corresponding pay records belonging to approximately 20% of Class Members, (and was later provided with time and pay records for the entire Class Member population through June 2025), as well as relevant Kendo policies, Plaintiff's time and payroll records and wage statements, the total number of Kendo employees who worked in California during the Class Period, the total number of pay periods worked in California by those Kendo employees during the Class Period, the total number of Kendo employees who worked in California during the PAGA Period, the total number of pay periods worked in California by those Kendo employees during the PAGA Period, and the total number of Kendo employees who were terminated during the Class Period.

2.8 The Court has not granted class certification.

3. <u>MONETARY TERMS</u>.

3.1 <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Kendo promises to pay Three Hundred Seventy Five Thousand Dollars and Zero Cents ($375,000.00), 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. Kendo has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Kendo.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and PAGA Member). Kendo will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. The Settlement shall remain binding even if the Court approves a lesser amount of Class Representative Service Payment or if the Court denies the Class Representative Service Payment altogether.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than $125,000 (representing 33 and 1/3% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $30,000. Kendo will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. 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 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Kendo harmless, and indemnifies Kendo, from any dispute or controversy regarding any division or sharing of any of these Payments. The Settlement shall remain binding even if the Court approves a lesser amount of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than $10,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective pay periods.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of $10,000 will be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 35% share of PAGA Penalties ($3,500) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Pay Periods and PAGA Member Pay Periods. Based on a review of its records, Kendo estimates that, as of June 21, 2025, there were 200 Class Members who collectively worked a total of 5,062 pay periods and 109 PAGA Members who worked a total of 2,311 PAGA Pay Periods.

4.2 Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Kendo will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Kendo has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Kendo must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Kendo shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Kendo's share of payroll taxes by transmitting the funds to the Administrator no later than forty-five (45) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fifteen (15) days after Kendo funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 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 one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom 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.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (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.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Kendo 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. RELEASES OF CLAIMS. Effective on the date when Kendo fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff. In consideration of Plaintiff's awarded Class Representative Service Payment, Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases any and all known and unknown claims that arose on or before the date she signs this agreement against Kendo and the Released Parties ("Plaintiff's Released Claims"). Plaintiff's Released Claims shall include but not be limited to any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever from the beginning of time through the date Plaintiff signs this Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to

Plaintiff's employment with any of the Released Parties, including those claims which could have been asserted in the Complaint, the Operative Complaint and/or LWDA letter, the compensation for that employment, and/or Plaintiff's relationship with the Released Parties before and during Plaintiff's employment with any of the Released Parties and through the date Plaintiff signs this Agreement. Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law.

5.2 Release by Participating Class Members. In consideration for their awarded Individual Class Payments, as of the date the Settlement becomes Final, all Participating Class Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims against Kendo and the Released Parties that arise out of or reasonably relate to the claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from the same set of operative facts as those alleged in the Complaint, the Operative Complaint, and/or the applicable LWDA letter, including those claims which could have been asserted based on the facts alleged in the Complaint, the Operative Complaint, and/or LWDA letter, at any time during the Class Period. Such released claims include but are not limited to claims for failure to pay minimum wages, failure to pay overtime, failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay), for meal period violations, for rest period violations, for wage statement violations, for failure to timely pay wages, for failure to reimburse business expenses, for failure to timely pay all final wages or waiting time penalties, statutory penalties, civil penalties, or other relief under the California Labor Code, relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest (the "Participating Class Members' Released Claims").

5.3 Release by PAGA Members. In consideration for their awarded Individual PAGA Payments, as of the date the Settlement becomes Final, all PAGA Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns any and all claims for civil penalties under PAGA against Kendo and the Released Parties that arise out of or reasonably relate to the claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from the same set of operative facts as those alleged in the Complaint, the Operative Complaint, and/or the applicable LWDA letter, including those claims which could have been asserted based on the facts alleged in the Complaint, the Operative Complaint, and/or LWDA letter, at any time during the PAGA Period. Such released claims include but are not limited to claims for failure to pay minimum wages, failure to pay overtime, failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay), for meal period violations, for rest period violations, for wage statement violations, for failure to timely pay wages, for failure to reimburse business expenses, for failure to timely pay all final wages or waiting time penalties, statutory penalties, civil penalties, or other relief under the

California Labor Code, relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest (the "Released PAGA Claims"). All PAGA Members who worked for Kendo during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

5.4 With respect to the Plaintiff's Released Claims only, the Parties stipulate and agree that the Plaintiff shall have, by operation of the judgment and approval order entered by the Court, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

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

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

6. **<u>MOTION FOR PRELIMINARY APPROVAL</u>.** Within a reasonable time, Plaintiff will move for an order granting preliminary approval of the Settlement and approval of the PAGA Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals.

6.1 <u>Plaintiff's Responsibilities</u>. At least seven (7) days prior to filing the Motion for Preliminary Approval, Plaintiff will prepare and deliver to Defense Counsel a draft Motion for Preliminary Approval; a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; a draft proposed Class Notice; and a draft of any supporting declarations, including a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting its willingness to serve; competency; operative procedure for protecting the security of Class Data; amounts of insurance coverage for any data breach, and defalcation of funds or other misfeasance.

6.2 <u>Responsibilities of Counsel</u>. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than forty-five (45) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expense Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. Following its deposit of the Gross Settlement Amount to the Administrator, Kendo and Defense Counsel shall have no responsibility, financial obligation, or liability whatsoever with respect to any payments to the LWDA, PAGA Members, Class Members, Class Counsel, Plaintiff, and all other recipients of funds and/or beneficiaries of the Settlement, including but not limited to all calculations and disbursements of funds, and payment of any taxes or costs relating thereto.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Pay Periods, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The 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 Class Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 No later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Class Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (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 when re-mailing the Class Notice.

7.4.5 If the Administrator, Kendo 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 the 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 no later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. If any persons are included as Class Members, the addition of these individuals and any pay periods they worked shall have no effect on the Escalation Clause set forth in Paragraph 8.

7.5 <u>Requests for Exclusion (Opt-Outs)</u>

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (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.

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

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

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

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to 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). Class Counsel will not receive the names or any other identifying information of Class Members who have timely submitted valid Requests for Exclusion, but Class Counsel may receive the total number of such individuals.

7.6 Challenges to Calculation of Class Pay Periods. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods 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 Class Pay Periods 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 Class 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 Class Pay Periods to Defense Counsel only and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may 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 no later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

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

7.8.3 Class 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 Class Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator's Declaration. No later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the number of 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), and the number of written objections. 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.

7.8.5 Final Report by Settlement Administrator. Within ten (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 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. ESCALATION CLAUSE. As set forth in Paragraph 4.1, Kendo estimates that, as of June 21, 2025, the Class Members collectively worked a total of 5,062 Pay Periods. In the event that the Class Data reflects that the number of pay periods as of June 21, 2025 exceeds 5,062 pay periods by more than 10%, either the Gross Settlement Amount shall be proportionately increased, on a percentage basis, to the extent that such pay periods exceed the 10% threshold, or the Class Period and PAGA Period shall be proportionately decreased, on a percentage basis, to the extent that such pay periods exceed the 10% threshold. If the Escalator Clause is triggered, Defendant shall be entitled to select either an increase in the Gross Settlement Amount or a decrease in the time periods covered by the Class Period and PAGA Period. For example, if the number of pay periods as of June 21, 2025 exceeds 5,062 by 11%, then

Defendant would elect to either increase the Gross Settlement Amount by 1% or decrease the time periods covered by the Class Period and PAGA Period by 1%. If Defendant selects to decrease the time periods covered by the Class and PAGA period, the time period will be decreased by deducting time from the start of the periods rather than the end of the time periods. If Defendant selects to increase the Gross Settlement Amount, the Class Counsel Fees Payment, Class Representative Service Payment, and PAGA Penalties will increase proportionally according to the number of additional pay periods. If Defendant selects to decrease the Class Period and PAGA Period, the Parties will revise the Class Notice to include the shorter Class and PAGA Periods.

9. **KENDO'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Class Payments represent ten percent (10%) or more of the total of all Individual Class Payments, validly elect not to participate in the Settlement, Kendo will have the right (but not the obligation) to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Kendo must exercise this right within fifteen (15) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of opt-outs. If Kendo exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

10. **MOTION FOR FINAL APPROVAL**. No later than sixteen (16) court days before the scheduled Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (*l*), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). At least seven (7) days prior to filing the Motion for Final Approval, Plaintiff will prepare and deliver to Defense Counsel drafts of the Motion for Final Approval and all supporting documents.

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

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of 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.

10.4 Waiver of Right to Appeal. The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to void the Settlement. Kendo's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by 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, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

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

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

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

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

12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

12.12 Confidentiality/No Publicity. Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and her attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Kendo may (but is not obligated to) rescind the Settlement, rendering it null and void.

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Kendo 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. No later than ninety (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 Kendo unless, prior to the Court's discharge of the Administrator's obligation, Kendo makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

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

12.15 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:

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

To Plaintiff and the Settlement Class:

David G. Spivak
david@spivaklaw.com
Caroline Tahmassian
caroline@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069

To Kendo Holdings, Inc.:

Kent J. Sprinkle
ksprinkle@cdflaborlaw.com
Candace DesBaillets
cdesbaillets@cdflaborlaw.com
Sophia Jimenez
sjimenez@cdflaborlaw.com
CDF LABOR LAW LLP
4660 La Jolla Village Drive, Suite 740
San Diego, California 92122

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

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Action shall remain stayed, except to effectuate the terms of this Agreement.

10 / 23 / 2025

Dated: October __, 2025

____
Plaintiff Rebecca Kurkhill

Dated: October __, 2025

____
Kendo Holdings Inc.

____
Sierra Brandis, SVP & General Counsel

To Plaintiff and the Settlement Class:

David G. Spivak
david@spivaklaw.com
Caroline Tahmassian
caroline@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069

To Kendo Holdings, Inc.:

Kent J. Sprinkle
ksprinkle@cdflaborlaw.com
Candace DesBaillets
cdesbaillets@cdflaborlaw.com
Sophia Jimenez
sjimenez@cdflaborlaw.com
CDF LABOR LAW LLP
4660 La Jolla Village Drive, Suite 740
San Diego, California 92122

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

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Action shall remain stayed, except to effectuate the terms of this Agreement.

Dated: October __, 2025

____
Plaintiff Rebecca Kurkhill

Dated: October 23, 2025

____
Kendo Holdings Inc.

10/23/2025

DocuSigned by:
Sierra Brandis
4DC884785768492...
____
Sierra Brandis, SVP & General Counsel

Approved As to Form:

10 / 23 / 2025

Dated: October __, 2025

THE SPIVAK LAW FIRM.

____

David G. Spivak

Attorneys for Plaintiff

Dated: October __, 2025

CDF LABOR LAW LLP

____

Kent J. Sprinkle

Attorneys for Defendant Kendo Holdings Inc.

Approved As to Form:

Dated: October __, 2025

THE SPIVAK LAW FIRM.

____
David G. Spivak
Attorneys for Plaintiff

Dated: October 23, 2025

CDF LABOR LAW LLP

____
Kent J. Sprinkle
Attorneys for Defendant Kendo Holdings Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

(*Rebecca Kurkhill v. Kendo Holdings, Inc.*, Case No. 24STCV32366)

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 Kendo Holdings Inc. ("Kendo") for alleged wage and hour violations. The Action was filed by a former Kendo employee, Rebecca Kurkhill ("Plaintiff") and seeks payment of (1) back wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Kendo in California during the Class Period (December 6, 2020 through [December 18, 2025, or the date the Court grants preliminary approval of the Settlement, whichever occurs first, or the shorter Class Period end date if Escalator Clause is triggered and Defendant selects to decrease the Class Period]) ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA"), for all non-exempt hourly employees who work or worked for Kendo in California during the PAGA Period (November 20, 2023 through [December 18, 2025, or the date the Court grants preliminary approval of the Settlement, whichever occurs first, or the shorter PAGA Period end date if Escalator Clause is triggered and Defendant selects to decrease the Class Period]) ("PAGA Members"). Kendo denies the allegations in the Action and denies that any employee is owed back wages, statutory penalties, interest, or penalties. The Court has not made any rulings on the merits of the Action.

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

Based on Kendo'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 Kendo's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Kendo's records showing that **you were employed by Kendo and that you worked __________________________ pay periods** during the Class Period and **you worked________________________________ pay periods** during the PAGA Period. If you believe that you worked more pay periods during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Class Settlement, approved this Notice, and approved the proposed PAGA settlement. The Court has not yet decided whether to grant final approval of the Class Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Class 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 Kendo to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Kendo.

If you worked for Kendo during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Kendo.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Kendo. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, you will receive an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Kendo 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 Kendo 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. Kendo must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ________________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the________________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _______________. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Pay Periods **Written Challenges Must be Submitted by** _______________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods 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 Pay Periods and number of PAGA Pay Periods you worked according to Kendo's records is stated on the first page of this Notice. If you disagree with number of Class Period Pay Periods you worked, you must challenge it by_____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Kendo employee. The Action alleges violations of certain California labor laws, asserting claims based on Kendo's alleged: (1) failure to pay all wages earned for all hours worked and other compensable hours at the correct rates of pay; (2) meal break violations; (3) rest break violations; (4) failure to reimburse necessary business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay wages; and (7) violation of California's Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 *et seq*.) ("PAGA"). Plaintiff is represented by attorneys in the Action: David G. Spivak and Caroline Tahmassian of The Spivak Law Firm ("Class Counsel.")

Kendo 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?

The Court has made no determination about whether Kendo or Plaintiff is correct on the merits. In the meantime, Plaintiff and Kendo hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a 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 Kendo 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, Kendo does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Kendo has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. 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. Kendo Will Pay $375,000 as the Gross Settlement Amount (Gross Settlement). Kendo 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, Kendo will fund the Gross Settlement not more than 45 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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 $125,000 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $15,000 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 $10,000 to the Administrator for services administering the Settlement.

D. Up to $10,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

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

3. <u>Net Settlement Distributed to Class Members</u>. 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 Pay Periods.

4. <u>Taxes Owed on Payments to Class Members.</u> Plaintiff and Kendo are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Kendo 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 Kendo have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. <u>Need to Promptly Cash Payment Checks.</u> 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 monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than_______________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the_______________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or 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 Kendo.

   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 Kendo based on the facts alleged in the Action.

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

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 Pay Periods, 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 Kendo 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 Kendo or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

   > All Participating Class Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims against Kendo and the Released Parties that arise out of or reasonably relate to the claims, rights,

demands, liabilities, and causes of action, whether known or unknown, arising from the same set of operative facts as those alleged in the Complaint, the Operative Complaint, and/or the applicable LWDA letter, including those claims which could have been asserted based on the facts alleged in the Complaint, the Operative Complaint, and/or LWDA letter, at any time during the Class Period. Such released claims include but are not limited to claims for failure to pay minimum wages, failure to pay overtime, failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay), for meal period violations, for rest period violations, for wage statement violations, for failure to timely pay wages, for failure to reimburse business expenses, for failure to timely pay all final wages or waiting time penalties, statutory penalties, civil penalties, or other relief under the California Labor Code, relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest.

10. PAGA Members' PAGA Release. After the Judgment is final and Kendo has fully funded the Gross Settlement and separately paid all employer payroll taxes, all PAGA Members will be barred from asserting PAGA claims against Kendo, 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 Kendo or its related entities based on the facts alleged in the Action.

    The PAGA Members, including all Participating and Non-Participating Class Members, will be bound by the following release:

    All PAGA Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns any and all claims for civil penalties under PAGA against Kendo and the Released Parties that arise out of or reasonably relate to the claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from the same set of operative facts as those alleged in the Complaint, the Operative Complaint, and/or the applicable LWDA letter, including those claims which could have been asserted based on the facts alleged in the Complaint, the Operative Complaint, and/or LWDA letter, at any time during the PAGA Period. Such released claims include but are not limited to claims for failure to pay minimum wages, failure to pay overtime, failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay), for meal period violations, for rest period violations, for wage statement violations, for failure to timely pay wages, for failure to reimburse business expenses, for failure to timely pay all final wages or waiting time penalties, statutory penalties, civil penalties, or other relief under the California Labor Code, relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest.

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 pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $3,500 (35% share of PAGA Penalties) 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 Member.

3. Workweek/Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Kendo's records, are stated in the first page of this Notice. You have until _________ to challenge the number of Class 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 Kendo's calculation of Class Pay Periods and/or PAGA Pay Periods based on Kendo'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 Class Pay Period 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 Kendo'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 Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your 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 *Rebecca Kurkhill v. Kendo Holdings, Inc.*, Case No. 24STCV32366, 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 _____, 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 Kendo are asking the Court to approve. At least 16 court days before the _____ 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 (https://www.lacourt.ca.gov)

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** _____. 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 *Rebecca Kurkhill v. Kendo Holdings, Inc.,* Case No. 24STCV32366, and include your name, current address, telephone number, and approximate dates of employment for Kendo 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 _____ at [time] in Department 17 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. 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. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [URL] 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 Kendo 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 [entity's] website at [URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Court website by going to (https://www.lacourt.ca.gov) and entering the Case Number for the Action, Case No. 24STCV32366. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (210) 310-7017.

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

Class Counsel:

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Settlement Administrator:

[*INSERT ADMINISTRATOR CONTACT INFO HERE*]

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 Unclaimed Property Fund for instructions on how to retrieve the funds.

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.