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WELLNESS EATERY CORONADO, LLC,
WELLNESS EATERY BEVERLY HILLS, LLC,
WELLNESS EATERY BRENTWOOD, LLC,
WELLNESS EATERY CARLSBAD, LLC,
WELLNESS EATERY CARMEL VALLEY, LLC,
WELLNESS EATERY LA JOLLA, LLC,
WELLNESS EATERY LITTLE ITALY, LLC, and
WELLNESS EATERY NEWPORT BEACH, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ABIGAIL SALAS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

WELLNESS EATERY CORONADO, LLC, a
Delaware limited liability company;
WELLNESS EATERY BEVERLY HILLS,
LLC, a Delaware limited liability company;
WELLNESS EATERY BRENTWOOD, LLC,
a Delaware limited liability company;
WELLNESS EATERY CARLSBAD, LLC, a
Delaware limited liability company;

Case No. 25CU010532C
(Related to Case No. 25CU004356C)

ASSIGNED FOR ALL PURPOSES TO:
Hon. Loren G. Freestone, Department C-64

**CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Complaint Filed: August 30, 2024
Trial Date: Not Assigned

WELLNESS EATERY CARMEL VALLEY, LLC, a Delaware limited liability company;
WELLNESS EATERY LA JOLLA, LLC, a Delaware limited liability company;
WELLNESS EATERY LITTLE ITALY, LLC, a Delaware limited liability company;
WELLNESS EATERY NEWPORT BEACH, LLC, a Delaware limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

1 **1. DEFINITIONS.**

2 1.1 “Actions” means (a) Plaintiff’s class action lawsuit alleging wage and hour violations
3 against Defendants captioned *Abigail Salas v. Wellness Eatery Coronado, LLC, et al.*, San Diego
4 County Superior Court Case No. 25CU010532C (originally filed on August 30, 2024 in Los Angeles
5 County Superior Court, Case No. 24STCV22274); and (b) a subsequent lawsuit alleging a single
6 cause of action for civil penalties under the Labor Code Private Attorneys General Act of 2004 (Lab.
7 Code §§ 2698 *et seq.*) (“PAGA”) filed on January 24, 2025 in San Diego County Superior Court,
8 Case No. 25CU004356C.

9 1.2 “Administrator” means xPand Legal Consulting LLC, the neutral entity the Parties
10 have agreed to appoint to administer the Settlement.

11 1.3 “Administration Costs” means the amount the Administrator will be paid from the
12 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
13 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval
14 of the Settlement.

15 1.4 “Aggrieved Employee” and “PAGA Members” means all current and former hourly-
16 paid or non-exempt employees of Defendants who were employed by Defendants within the State of
17 California for at least one (1) week during the PAGA Period.

18 1.5 “Class” means former hourly-paid or non-exempt employees of Defendants who did
19 not sign arbitration agreements during their employment with Defendants and who were employed
20 by Defendants within the State of California for at least one (1) week during the Class Period.

21 1.6 “Class Counsel” means John G. Yslas and William M. Pao of Wilshire Law Firm,
22 PLC.

23 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
25 approval from the Court of up to one-third (1/3) of the GSA in the amount of One Hundred Sixty-
26 Six Thousand Dollars and No Cents (\$166,000.00).

27 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
28 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not

1 to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) and paid from the Gross
2 Settlement Amount.

3 1.9 “Class Data” means Class Member identifying information in Defendants’
4 possession including the Class Member’s name, last-known mailing address, Social Security
5 number, and number of Workweeks and PAGA Pay Periods.

6 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as
7 either a Participating Class Member or Non-Participating Class Member (including a Non-
8 Participating Class Member who qualifies as an Aggrieved Employee).

9 1.11 “Class Member Address Search” means the Administrator’s investigation and search
10 for current Class Member mailing addresses using all reasonably available sources, methods, and
11 means including, but not limited to, the National Change of Address database, skip traces, and direct
12 contact by the Administrator with Class Members.

13 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
14 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
15 without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

16 1.13 “Class Period” or “Class Settlement Period” means the period from August 30, 2020
17 through September 5, 2024.

18 1.14 “Class Representative” means the named Plaintiff Abigail Salas in the Actions.

19 1.15 “Class Representative Service Payment” or “Enhancement Award” means the
20 payment to the Class Representative for initiating the Actions and providing services in support of
21 the Action.

22 1.16 “Complaints” means the class action complaint filed on August 30, 2024 in the Los
23 Angeles County Superior Court, Case No. 24STCV22274 and subsequently transferred to San
24 Diego County Superior Court, Case No. 25CU010532C; and the PAGA complaint filed on January
25 24, 2025 in the San Diego County Superior Court, Case No. 25CU004356C.

26 1.17 “Court” means the Superior Court of California, County of San Diego.

27 1.18 “Defendants” means named Defendants Wellness Eatery Coronado, LLC, Wellness
28 Eatery Beverly Hills, LLC, Wellness Eatery Brentwood, LLC, Wellness Eatery Carlsbad, LLC,

Wellness Eatery Carmel Valley, LLC, Wellness Eatery La Jolla, LLC, Wellness Eatery Little Italy, LLC, and Wellness Eatery Newport Beach, LLC.

1.19 “Defense Counsel” means Adam R. Rosenthal and Julia A. Sherwood of Sheppard, Mullin, Richter & Hampton LLP.

1.20 “Effective Date” means the date by which the Settlement and judgment become final. For purposes of this Agreement, the Settlement and judgment “becomes final” only after the Court grants the Motion for Final Approval of the Settlement and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of the following: (a) the sixty-first (61st) day following Notice of Entry of the Court’s Order and/or Judgment; (b) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (c) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment. In this regard, it is the intention of the Parties that the Settlement shall not become effective, and Defendants will not be obligated to fund this Settlement, until the Court’s order approving the Settlement becomes final, and there is no further recourse by an appellant, objector, or intervenor who seeks to contest the Settlement.

1.21 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.22 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24 “Gross Settlement Amount” or “GSA” means Four Hundred Ninety-Eight Thousand Dollars and No Cents (\$498,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 3.1 (as it relates to employer-side taxes) and Paragraph 8 (in the event the “escalator clause” is triggered).

1.25 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1 1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
2 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
3 during the PAGA Period.

4 1.27 “Judgment” means the judgment entered by the Court based upon the Final
5 Approval.

6 1.28 “LWDA” means the California Labor and Workforce Development Agency, the
7 agency entitled, under Labor Code section 2699, subd. (i).

8 1.29 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA
9 under Labor Code section 2699, subd. (i).

10 1.30 “Net Settlement Amount” means the Gross Settlement Amount, less the following
11 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
12 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
13 the Administration Costs Payment. The remainder is to be paid to Participating Class Members as
14 Individual Class Payments.

15 1.31 “Non-Participating Class Member” means any Class Member who opts out of the
16 Settlement by sending the Administrator a valid and timely Request for Exclusion.

17 1.32 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code
18 §§ 2698 *et seq.*).

19 1.33 “PAGA Notice” means Plaintiff’s November 19, 2024 letter to the LWDA and
20 Defendants providing notice pursuant to Labor Code section 2699.3, subd. (a).

21 1.34 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
22 worked for Defendants for at least one day during the PAGA Period.

23 1.35 “PAGA Period” means the period from November 20, 2023 through July 12, 2026.

24 1.36 “PAGA Penalties” means the total amount of \$24,900.00 in PAGA civil penalties to
25 be paid from the Gross Settlement Amount, allocated 35% (\$8,715.00) to the Aggrieved Employees
26 and 65% (\$16,185.00) to the LWDA in settlement of PAGA claims.

27 1.37 “PAGA Settlement Notice” means the Court approved Notice of Settlement to be
28 mailed only to Aggrieved Employees (who are *not* also Class Members) with a Spanish translation

1 in the form, without material variation, attached as **Exhibit B** and incorporated by reference into
2 this Agreement. If an Aggrieved Employee is also a Class Member, they will only receive Exhibit
3 A and will not receive Exhibit B.

4 1.38 “Participating Class Member” means a Class Member who does not submit a valid
5 and timely Request for Exclusion from the Settlement.

6 1.39 “Plaintiff” means Abigail Salas, the named plaintiff in the Actions.

7 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
8 the Settlement.

9 1.41 “Released Class Claims” means the claims being released as described in Paragraph
10 5.2 below.

11 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph
12 5.3 below.

13 1.43 “Released Parties” means Defendants, and each of their past, present, and future
14 agents, employees, servants, officers, directors, managing agents, members, owners (whether direct
15 or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents,
16 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions,
17 assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential
18 and alleged joint employers, temporary staffing agencies, common law employers, potential and
19 alleged common law employers, dual employers, potential and alleged dual employers, co-
20 employers, potential and alleged co-employers, contractors, affiliates, service providers, alter-egos,
21 potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with
22 potential or alleged to have joint liability, and all of their respective past, present, and future
23 employees, directors, officers, members, owners, agents, representatives, payroll agencies,
24 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

25 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to
26 be excluded from the Class Settlement signed by the Class Member.

27 1.45 “Response Deadline” means forty-five (45) days after the Administrator mails Notice
28 to Class Members and Aggrieved Employees and shall be the last date on which Class Members

may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS

2.1 On August 30, 2024, Plaintiff filed a Class Action Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Records; and (9) Unfair Business Practices (“Class Action”).

2.2 On November 19, 2024, pursuant to Labor Code §2699.3, subd. (a), Plaintiff gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1062527-24). On January 24, 2025, after the 65-day statutory period passed, Plaintiff filed a separate representative action, alleging a single cause of action for civil penalties under Labor Code section 2699, *et seq.* (“PAGA Action”).

2.3 Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged in the Actions.

2.4 On May 12, 2026, the Parties participated in an all-day mediation presided over by experienced class action and PAGA mediator Gig Kyriacou. The Parties accepted a mediator’s proposal that day and agreed on general settlement terms.

2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a

1 representative sampling of time and payroll data for Class Members and the necessary policy
2 documents through informal discovery to properly evaluate the strengths and weaknesses of the
3 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to
4 satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
5 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
6 ("*Dunk/Kullar*").

7 2.6 The Court has not granted class certification because the Parties engaged in
8 mediation before any class certification.

9 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of
10 any other pending matters or actions asserting claims that will be extinguished or affected by the
11 Settlement.

12 3. MONETARY TERMS.

13 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
14 Defendants will pay Four Hundred Ninety-Eight Thousand Dollars and No Cents (\$498,000.00) to
15 fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation
16 all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and
17 does not include employer payroll taxes owed on the wage portions of the Individual Class
18 Payments, which Defendants will pay separately.

19 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
20 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
21 Court in the Final Approval:

22 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff of
23 not more than Fifteen Thousand Dollars and No Cents (\$15,000.00) in addition to any Individual
24 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as
25 a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class
26 Representative Service Payment that does not exceed this amount. As part of the motion for the
27 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
28 Class Representative Service Payment no later than sixteen (16) court days prior to the Final

1 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
2 Representative Service Payment less than the amount requested, the Administrator will retain the
3 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
4 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
5 assumes full responsibility and liability for employee taxes owed on the Class Representative
6 Service Payment.

7 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
8 Gross Settlement Amount, which is currently estimated to be One Hundred Sixty-Six Thousand
9 Dollars and No Cents (\$166,000.00) and a Class Counsel Litigation Expenses Payment for actual
10 costs, not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00). Defendants shall
11 not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class
12 Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the
13 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel
14 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
15 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
16 Participating Class Members. Released Parties shall have no liability to Class Counsel or any other
17 Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class
18 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
19 and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
20 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
21 Counsel Litigation Expenses Payment and holds Defendants harmless from any dispute or
22 controversy regarding any division or sharing of any of these Payments.

23 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed Six Thousand
24 Five Hundred Dollars and No Cents (\$7,000.00) except for a showing of good cause and as approved
25 by the Court. To the extent the Administration Costs are less or the Court approves payment of less
26 than \$7,000.00, the Administrator will retain the remainder in the Net Settlement Amount to be
27 distributed to Participating Class Members.

1 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
2 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
3 Participating Class Members during the Class Period, and (b) multiplying the result by each
4 individual Participating Class Member's Workweeks.

5 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each
6 Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage
7 claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported
8 on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's
9 Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement,
10 and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
11 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
12 responsibility and liability for any employee taxes owed on their Individual Class Payment.

13 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
14 Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.
15 The Administrator will retain amounts equal to their Individual Class Payments in the Net
16 Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

17 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty-
18 Four Thousand Nine Hundred Dollars and No Cents (\$24,900.00) to be paid from the Gross
19 Settlement Amount, with 65% (\$16,185.00) allocated to the LWDA PAGA Payment and 35%
20 (\$8,715.00) allocated to the Individual PAGA Payments.

21 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
22 dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties of \$8,715.00 by
23 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
24 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay
25 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
26 Individual PAGA Payment.

27 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the
28 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to

Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records, Defendants represent there are 520 Class Members who collectively worked a total of 13,972 Workweeks during the Class Period, and 836 Aggrieved Employees who worked a total of 13,818 PAGA Pay Periods between November 20, 2023 (i.e. the start of the PAGA Period) through April 19, 2026. Defendants will provide the final Pay Period count and Aggrieved Employee count at the close of the PAGA Period.

4.2 Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of 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. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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. Any inadvertent errors or omissions in the Class Data shall not constitute a breach of this Agreement, provided Defendants cure such errors or omissions within a reasonable time after discovery thereof. The Administrator's determination of Class Member status based on the Class Data shall be final and binding on all Parties and Class Members.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 No Interest During Appeal. Notwithstanding any other provision of this Agreement or applicable law, no interest shall accrue on the Gross Settlement Amount or any portion thereof during any period between the Court's entry of Final Judgment and the Effective Date, including without limitation any period during which an appeal, writ, or other challenge to the Settlement is pending.

4.5 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs 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.

4.5.1 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. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice or PAGA Settlement 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.

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

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

4.5.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the Gross Settlement Amount and 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 Plaintiff's Release.

a. In addition to the Released Class Claims and Released PAGA Claims, Plaintiff, in Plaintiff's individual capacity, fully and finally releases the Released Parties, from any and all claims, known and unknown, under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to, claims arising from or related to Plaintiff's employment with Defendants and Plaintiff's compensation while an employee of Defendants ("Plaintiff's Released Claims").

b. Plaintiff's Released Claims include, but are not limited to, all claims asserted in the Action, and/or arising from or related to the Action, or the PAGA Notice. Plaintiff's Released Claims include all claims for: (i) unpaid wages, including, but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and

1 interest; (ii) calculation of the regular rate of pay (including as it relates to overtime, meal and rest
2 break premiums, and sick leave); (iii) missed/short/late/interrupted meal period, rest period, and/or
3 recovery period wages/premiums; (iv) failure to provide meal periods; (v) failure to authorize and
4 permit rest periods and/or recovery periods; (vi) calculation of meal period, rest period, and/or
5 recovery period premiums; (vii) failure to track and pay sick leave; (viii) payment for all hours
6 worked, including off-the-clock work; (ix) wage statements; (x) deductions; (xi) failure to reimburse
7 business expenses; (xii) failure to pay wages timely during employment; (xiii) failure to pay all
8 wages due upon separation; (xiv) unfair business practices; (xv) penalties, including, but not limited
9 to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time
10 penalties; and (xvi) attorneys' fees and costs.

11 c. Plaintiff's Released Claims also include: (i) all claims arising under the California
12 Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204,
13 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 256,
14 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
15 1197.2, 1198, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802); and (ii) all claims arising under the Wage
16 Orders of the California Industrial Welfare Commission; PAGA; California Business and
17 Professions Code section 17200, *et seq.*; California Civil Code, to include but not limited to, sections
18 3287, 3336 and 3294; 12 CCR section 11040; 8 CCR section 11060; California Code of Civil
19 Procedure section 1021.5; California common law of contract; Fair Labor Standards Act, 29 U.S.C.
20 section 201 *et seq.*; federal common law; and Employee Retirement Income Security Act, 29 U.S.C.
21 section 1001, *et seq.*

22 d. Plaintiff's Released Claims also include all claims for lost wages and
23 benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising
24 under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
25 termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII
26 of the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in
27 Employment Act, and California Fair Employment and Housing Act; and the law of contract and
28 tort.

1 e. Plaintiff's Released Claims also include all claims, demands, rights, liabilities,
2 and causes of action of every nature and description whatsoever, asserted or that might have been
3 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation
4 arising out of, relating to, or in connection with any act or omission by or on the part of any of the
5 Plaintiff's Released Parties committed or omitted prior to the execution hereof, asserted or that could
6 have been asserted based upon the facts pleaded in the Actions, as well as any claims relating to
7 Plaintiff's employment with and/or separation from any of the Released Parties that may arise under
8 federal, state, or local wage and hour laws, ordinances, or regulations. This release excludes the
9 release of claims not permitted by law.

10 f. Plaintiff's Released Claims include all claims, whether known or unknown.
11 Even if Plaintiff discovers facts in addition to or different from those that Plaintiff now knows or
12 believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims
13 will remain released and forever barred. Thus, for purposes of Plaintiff's Release, Plaintiff expressly
14 waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California
15 Civil Code, which reads:

16 A general release does not extend to claims that the creditor or releasing party does
17 not know or suspect to exist in his or her favor at the time of executing the release,
18 and that if known by him or her would have materially affected his or her settlement
19 with the debtor or Released Party.

20 g. Notwithstanding the foregoing, Plaintiff does not waive or release any claim
21 which cannot be waived or released by private agreement. Nothing in this Agreement shall prevent
22 Plaintiff from filing a charge or complaint with, or from participating in, an investigation or
23 proceeding conducted by the SEC, OSHA, EEOC, CRD, NLRB or any other federal, state or local
24 agency charged with the enforcement of any employment or other applicable laws. Plaintiff
25 understands that by signing this Agreement, Plaintiff waives the right to recover any damages or to
26 receive other relief in any claim or suit brought by or through the EEOC, the CRD or any other state
27 or local deferral agency on Plaintiff's behalf to the fullest extent permitted by law, but expressly
28 excluding any monetary award or other relief available from the SEC/OSHA, including an

1 SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

2 h. The Plaintiff's Released Claims does not extend to any claims or actions to
3 enforce this Agreement, to any claims for vested benefits, unemployment benefits, disability
4 benefits, or social security benefits, or to any claims for workers' compensation benefits that arose
5 at any time.

6 5.2 Released Class Claims: All the Participating Class Members, on behalf of themselves
7 and their former and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns release the Released Parties from all the claims that were alleged, or could have been alleged,
9 based on the facts contained in the Complaints and that occurred during the Class Period ("Released
10 Class Claims"). All Participating Class Members will release all claims, rights, demands, liabilities,
11 and causes of action, alleged or which could have reasonably been alleged based on the facts alleged
12 in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight
13 time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay
14 overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal
15 periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest
16 periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination
17 (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements
18 (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant
19 to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal.
20 Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. &
21 Prof. Code §§ 17200, et seq.). The enumeration of these specific claims shall neither enlarge nor
22 narrow the scope of res judicata based on the claims that were asserted in the Action or could have
23 been asserted in the Action based on the facts and circumstances alleged in the Complaint. The
24 Released Class Claims are those that accrued during the Class Period. Each Participating Class
25 Member acknowledges that he or she may discover facts or law different from, or in addition to, the
26 facts or law that he or she now knows or believes to be true but agrees, nonetheless, that the Released
27 Class Claims shall be and remain effective in all respects, notwithstanding such different or
28 additional facts or the discovery of them.

a. The Released Class Claims include all claims under local, state, and federal law for: unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to track and pay sick leave; the calculation of the regular rate of pay (including as it relates to overtime, meal and rest break premiums, and sick leave); missed/short/late/interrupted meal period, rest period, and/or recovery period wages and premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs.

b. The Released Class Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 229, 246, 510, 511, 512, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698 et seq., 2699 et seq., 2800, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, et seq.; and the Fair Labor Standards Act, 29 U.S.C. section 201 et seq.

c. Except as set forth in Section 5.3, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all the claims for the PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the PAGA complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims").

a. The Released PAGA Claims include all claims for: failure to pay all wages,

including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to track and pay sick leave; the calculation of the regular rate of pay (including as it relates to overtime, meal and rest break premiums, and sick leave); missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs.

b. The Released PAGA Claims include all penalties arising under the California Labor Code (including alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 229, 246, 510, 511, 512, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698 et seq., 2699 et seq., 2800, and 2802).

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice (Exhibit A) and PAGA Settlement Notice (Exhibit B); (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA

documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver 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. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Actions. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected xPand Legal Consulting LLC to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their

Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 (“QSF”) under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar 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, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) 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 with Spanish translation substantially in the form attached to this Agreement as **Exhibit A**. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar 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.

1 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
3 beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
5 the re-mailed Class Notice.

6 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received a Class Notice or PAGA Settlement Notice, the Parties will expeditiously meet and
9 confer in person or by telephone, and in good faith in an effort to agree on whether to include them
10 as Class Members or PAGA Members. If the Parties agree, such persons will be Class Members
11 entitled to the same rights as other Class Members (or where applicable PAGA Members entitled to
12 the same rights as other PAGA Members), and the Administrator will send, via email or overnight
13 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
14 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever
15 are later.

16 7.5 Requests for Exclusion (Opt-Outs).

17 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
18 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later
19 than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen
20 (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
21 from a Class Member or his/her representative that reasonably communicates the Class Member's
22 election to be excluded from the Settlement and includes the Class Member's name, address and
23 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
24 emailed, or postmarked by the Response Deadline.

25 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
26 to contain all the information specified in the Class Notice. The Administrator shall accept any
27 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
28 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' Releases under paragraphs 5.2 and 5.3 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 Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Opt-Out Threshold. If the number of Class Members who submit valid and timely Requests for Exclusion exceeds ten percent (10%) of the total number of Class Members, Defendants shall have the right, in their sole discretion, to void this Agreement by providing written notice to Class Counsel within fourteen (14) days after the Administrator provides the Exclusion List. In the event Defendants exercise this right, this Agreement shall be null and void, the Parties shall bear their own attorneys' fees and costs, and the Parties shall equally share any Administration Costs incurred to that point. In such event, the Parties reserve all rights with respect to the prosecution and defense of the Actions.

7.7 Challenges to Calculation of Workweeks. 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 Workweeks and PAGA 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

1 Administrator must encourage the challenging Class Member to submit supporting documentation.
2 In the absence of any contrary documentation, the Administrator is entitled to presume that the
3 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
4 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or
5 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
6 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
7 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of
8 the challenges.

9 7.8 Objections to Settlement.

10 7.8.1 Only Participating Class Members may object to the class action components of the
11 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
12 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
13 and/or Class Representative Service Payment.

14 7.8.2 Participating Class Members may send written objections to the Administrator, by
15 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
16 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
17 Participating Class Member who elects to send a written objection to the Administrator must do so
18 not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an
19 additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

20 7.8.3 Non-Participating Class Members have no right to object to any of the class action
21 components of the Settlement.

22 7.9 Notice to PAGA Members who are *not* also Class Members

23 7.9.1 As set forth in Section 4.5, when the Administrator mails out settlement
24 checks to PAGA Members who are not also Class Members (and thus did not receive the Class
25 Notice), along with the settlement checks the Administrator shall mail out the PAGA Settlement
26 Notice with Spanish translation substantially in the form attached to this Agreement as **Exhibit B**.

27 7.9.2 Not later than five (5) calendar days after the Administrator's receipt of any
28 PAGA Settlement Notices returned by the USPS as undelivered, the Administrator shall re-mail the

1 PAGA Settlement Notice and settlement check using any forwarding address provided by the USPS.
2 If the USPS does not provide a forwarding address, the Administrator shall conduct a PAGA
3 Member Address Search, and re-mail the PAGA Settlement Notice and settlement check to the most
4 current address obtained. The Administrator has no obligation to make further attempts to locate or
5 send the PAGA Settlement Notice and settlement check whose PAGA Settlement Notice is returned
6 by the USPS a second time.

7 7.10 Administrator Duties. The Administrator has a duty to perform or observe all tasks
8 to be performed or observed by the Administrator contained in this Agreement or otherwise.

9 7.10.1 Email Address and Toll-Free Number. The Administrator will establish, maintain
10 and use an email address and a toll-free telephone number to receive Class Member calls, faxes and
11 emails.

12 7.10.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
13 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
14 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
15 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
16 other identifying information of Class Members who have timely submitted valid Requests for
17 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
18 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
19 Settlement submitted (whether valid or invalid).

20 7.10.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
21 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
22 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
23 invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or
24 resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
25 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the
26 validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections
27 received.
28

1 7.10.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all Class Member
3 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
4 shall be final and not appealable or otherwise susceptible to challenge.

5 7.10.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
6 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
7 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
8 attesting to its due diligence and compliance with all of its obligations under this Agreement,
9 including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
10 the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
11 Exclusion from Settlement it received (both valid or invalid), the number of written objections and
12 attach the Exclusion List. The Administrator will supplement its declaration as needed or requested
13 by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
14 declaration(s) in Court.

15 7.10.6 Final Report by Settlement Administrator. Within ten (10) days after the
16 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
17 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
18 identification number only of all payments made under this Agreement. At least fifteen (15) days
19 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
20 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
21 of all payments required under this Agreement. Class Counsel is responsible for filing the
22 Administrator's declaration in Court.

23 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on their records,
24 Defendants represent there are 520 Class Members who collectively worked a total of 13,972
25 Workweeks during the Class Period, and 836 Aggrieved Employees who worked a total of 13,818
26 PAGA Pay Periods between November 20, 2023 (i.e. the start of the PAGA Period) through April
27 19, 2026. If, on final calculation, the total number of (a) Workweeks during the Class Period; or (b)
28 Pay Periods during the PAGA Pay Period, is greater than 10% higher than 13,972 Workweeks or

13,818 Pay Periods (*i.e.*, greater than 15,369 Workweeks or 15,200 Pay Periods), then Defendants will have the option to either (i) proportionally increase the Gross Settlement Amount by the Workweeks or Pay Periods worked in excess of 15,369 or 15,200, respectively, by multiplying the excess Workweeks and/or Pay Periods by the per Workweek or Pay Period value, or (ii) limit the Class Period to the date that the number of Workweeks exceed 15,369 or PAGA Period to the date that the number of Pay Periods exceed 15,200. If Defendants select option (i) so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Class Action Settlement that also 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"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 **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.

9.2 **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 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service

1 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
2 Administrator Costs Payment shall not constitute a material modification to the Agreement within
3 the meaning of this paragraph.

4 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
5 the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
6 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
7 and (iii) addressing such post-Judgment matters as are permitted by law.

8 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
10 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
11 counsel, and all Participating Class Members who did not object to the Settlement as provided in
12 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
13 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
14 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
15 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
16 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
17 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
18 Settlement Amount.

19 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted by
22 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
23 work together in good faith to address the appellate court's concerns and to obtain Final Approval
24 and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably
25 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of
26 the Class Representative Service Payment or any payments to Class Counsel shall not constitute a
27 material modification of the Judgment within the meaning of this paragraph, as long as the Gross
28 Settlement Amount remains unchanged.

1 **10. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
3 amended judgment.

4 **11. ADDITIONAL PROVISIONS.**

5 11.1 No Admission of Liability, Class Certification or Representative Manageability for
6 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
8 any of the allegations in the Complaints have merit or that Defendants have any liability for any
9 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants'
10 defenses in the Actions have merit. The Parties agree that class certification and representative
11 treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant
12 Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest
13 certification of any class for any reason, Defendants reserve all available defenses to the claims in
14 the Actions, and Plaintiff reserves the right to move for class certification on any grounds available
15 and to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to
16 settle the Actions will have no bearing on, and will not be admissible in connection with, any
17 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

18 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants,
19 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
20 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
21 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
22 indirectly, specifically or generally, to any person, corporation, association, government agency, or
23 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
24 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
25 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
26 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
27 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
28 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense

Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. Following the filing of the Motion for Preliminary Approval, no Party or their counsel shall issue any press release, public statement, or communication to the media regarding the Settlement without the prior written consent of the other Party, except as required by law or court order, or as necessary to respond to inquiries by stating only that “the matter has been resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.3 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, in connection with 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) calendar days after the date when the Court discharges the Administrator’s obligation to provide a declaration confirming the final pay out of all the settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court’s discharge of the Administrator’s obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

11.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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

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

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

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

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

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

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

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

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

11.17 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:

<u>To Plaintiff:</u>	<u>To Defendants:</u>
John G. Yslas (SBN 187324) john.yslas@wilshirelawfirm.com William M. Pao (SBN 219846) william.pao@wilshirelawfirm.com WILSHIRE LAW FIRM PLC 660 South Figueroa Street Sky Lobby Los Angeles, California 90017 Telephone: (213) 381-9988 Facsimile: (213) 381-9989	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Adam R. Rosenthal (Cal Bar No. 246722) arosenenthal@sheppard.com Julia A. Sherwood (Cal Bar No. 339716) jsherwood@sheppard.com 12275 El Camino Real, Suite 100 San Diego, California 92130-4092 Telephone: (858) 720-8900 Facsimile: (858) 509-3691

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be

1 deemed to be one and the same instrument if counsel for the Parties will exchange between
2 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
3 the existence and contents of this Agreement.

4 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
6 that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to
7 extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire
8 period of this settlement process.

9 11.20 Binding Agreement. The Parties intend that this Agreement shall be fully
10 enforceable and binding upon all Parties within the provisions of Code of Civil Procedure section
11 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms
12 pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality
13 provisions that otherwise might apply under federal or state law. The Parties further agree and intend
14 that the San Diego County Superior Court may enforce this Agreement pursuant to Code of Civil
15 Procedure section 664.6.

16 IT IS SO AGREED.

17 6/12/2026

18 DATED: June ____, 2026

Wellness Eatery Coronado, LLC, Wellness Eatery Beverly
Hills, LLC, Wellness Eatery Brentwood, LLC, Wellness
Eatery Carlsbad, LLC, Wellness Eatery Carmel Valley, LLC,
Wellness Eatery La Jolla, LLC, Wellness Eatery Little Italy,
LLC, and Wellness Eatery Newport Beach, LLC

DocuSigned by:

Jonathan Goldwasser

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Jonathan Goldwasser

By: _____

Its: CEO _____ and authorized
representative

WILSHIRE LAW FIRM
ATTORNEYS AT LAW
3055 WILSHIRE BOULEVARD, 12TH FLOOR
LOS ANGELES, CALIFORNIA 90010
(213) 381-9988

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DATED: June ¹⁶____, 2026

Signed by:

4FAF526F910743F..
Abigail Salas

AGREED AS TO FORM:

DATED: June 11____, 2026

WILSHIRE LAW FIRM, PLC



John G. Yslas, Esq.
William M. Pao, Esq.
Attorneys for Plaintiff
Abigail Salas

DATED: June _____, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Adam R. Rosenthal, Esq.
Julia A. Sherwood, Esq.
Attorneys for Defendants
Wellness Eatery Coronado, LLC, Wellness Eatery Beverly Hills, LLC, Wellness Eatery Brentwood, LLC, Wellness Eatery Carlsbad, LLC, Wellness Eatery Carmel Valley, LLC, Wellness Eatery La Jolla, LLC, Wellness Eatery Little Italy, LLC, and Wellness Eatery Newport Beach, LLC

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DATED: June ____, 2026

Abigail Salas

AGREED AS TO FORM:

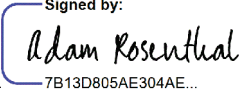
DATED: June ____, 2026

WILSHIRE LAW FIRM, PLC

John G. Yslas, Esq.
William M. Pao, Esq.
Attorneys for Plaintiff
Abigail Salas

6/15/2026
DATED: June ____, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Signed by:

7B13D805AE304AE...

Adam R. Rosenthal, Esq.
Julia A. Sherwood, Esq.
Attorneys for Defendants
Wellness Eatery Coronado, LLC, Wellness Eatery Beverly Hills, LLC, Wellness Eatery Brentwood, LLC, Wellness Eatery Carlsbad, LLC, Wellness Eatery Carmel Valley, LLC, Wellness Eatery La Jolla, LLC, Wellness Eatery Little Italy, LLC, and Wellness Eatery Newport Beach, LLC