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and on behalf of others similarly situated

[ADDITIONAL COUNSEL ON FOLLOWING PAGE]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JENNY WOBROCK VIEIRA, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

ORLANDO BATHING SUIT, LLC, a Florida
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No. 24STCV30345

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

*Assigned for all purposes to: Hon. Timothy
Patrick Dillon Dept. 15*

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10 Attorneys for Defendant Orlando Bathing Suit, LLC

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jenny Wobrock Vieira (“Plaintiff”) and Defendant Orlando Bathing Suit, LLC d/b/a Everything But Water (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations and PAGA penalties against Defendant captioned *Jenny Wobrock Vieira v. Orlando Bathing Suit, LLC*, Los Angeles County Superior Court, Case No. 24STCV30345, filed on November 18, 2024 consisting of the Class Action and PAGA Action.

1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs 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 “Aggrieved Employee” means all non-exempt former and current employees who, for one or more hours during the PAGA Period, provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, et seq.

1.5 “Class” means all current and former hourly, non-exempt employees who, for one or more hours during the Class Period, provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, et seq.

1.6 “Class Counsel” means Thiago M. Coelho, Chumahan Bowen and Jesenia A. Martinez of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action and paid from the Gross Settlement Amount (“GSA”). The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$78,666.67).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action and paid from the Gross Settlement Amount.

1.9 “Class Data” means identifying information in Defendant’s possession, custody, or control for each Class Member and Aggrieved Employee, including the individual’s name, Social Security number, last-known mailing address, last-known telephone number, last-known email address, number of Class Period Workweeks, and number of PAGA Pay Periods.

1.10 “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 an Aggrieved Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee 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 or Aggrieved Employees.

1.12 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from November 18, 2020 through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive, or, if applicable, the Alternate End Date.

1.14 “Class Representative” means the named Plaintiff Jenny Wobrock Vieira in the operative complaint in the Action seeking Court approval to serve as a class representative.

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

1.16 “Court” means the Superior Court of California, County of Los Angeles.

1.17 “Defendant” means named Defendant Orlando Bathing Suit, LLC d/b/a Everything But Water.

1.18 “Defense Counsel” means Mark A. Neubauer and Emily Karpen of CARLTON FIELDS, LLP.

1.19 “Effective Date” means the date on which the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.22 “Gross Settlement Amount” or “GSA” means \$236,000.00, which is the total amount Defendant 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 Administration Costs Payment.

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 Workweeks worked during the Class Period.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA 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.

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder 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 “Operative Complaint” means the first amended class and representative action complaint filed, Case No. 24STCV30345, filed in Los Angeles County Superior Court on January 17, 2025.

1.31 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32 “PAGA Period” means the period from November 6, 2023 through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive, or, if applicable, the Alternate End Date.

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

1.34 “PAGA Notice” means Plaintiff’s November 6, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$11,850.00), allocated 35% to the Aggrieved Employees (\$4,147.50) and 65% to LWDA (\$7,702.50) in settlement of 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 Jenny Wobrock Vieira, the named plaintiff in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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

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

1.41 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, employees and agents.

1.42 “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.

1.43 “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; (b) fax, email, or mail objections to the Settlement; or (c) fax, email, or mail challenges to the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are re-mailed after being returned undeliverable shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.44 “Settlement” means the disposition of this Action effected by this Agreement and the Judgment.

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

2. **RECITALS.**

2.1 On November 18, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to indemnify employees for expenditures; (6) failed to provide accurate itemized wage statements; (7) failed to provide paid sick leave; (8) failed to timely pay final wages at termination; (9) failed to produce requested employment records; and (10) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On November 6, 2024, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave notice to the LWDA and Defendant of her intent to proceed with a representative PAGA

1 action. On January 17, 2025, after the applicable statutory period passed, Plaintiff filed her first
2 amended complaint to include PAGA claims pursuant to Labor Code section 2699 et seq. The
3 first amended complaint is the operative complaint in the Action (the “Operative Complaint”).
4 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with
5 the laws identified in the Operative Complaint and denies any and all liability for the causes of
6 action alleged.

7 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written
8 notice to Defendant and the LWDA by sending the PAGA Notice.

9 2.3 The Parties participated in a mediation presided over by Steve Pearl, Esq. and, with the
10 assistance of their respective counsel, reached an agreement on general settlement terms and
11 executed a Memorandum of Understanding on November 11-12, 2025.

12 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
13 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a
14 representative sampling of time and payroll data for Class Members and the necessary policy
15 documents through informal discovery to properly evaluate the strengths and weakness of the
16 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient
17 to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal.App.4th
18 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
19 (“*Dunk/Kullar*”).

20 2.5 The Court has not granted class certification because the Parties engaged in mediation
21 before any class certification.

22 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
23 other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25 3. **MONETARY TERMS.**

26 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
27 Defendant will pay \$236,000.00 as the Gross Settlement Amount and to separately pay any and
28 all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class

1 Payments, to fully settle, resolve, and extinguish all claims asserted in the Action, including
2 without limitation all claims asserted in the PAGA Notice. Defendant has no obligation to pay
3 the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.3.
4 The Administrator will disburse the entire Gross Settlement Amount without asking or requiring
5 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
6 payment. None of the Gross Settlement Amount will revert to Defendant.

7 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
9 in the Final Approval:

10 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
11 \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the
12 Class Representative is entitled to receive as a Participating Class Member.) Defendant will not
13 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part
14 of the Motion for Final Approval, Plaintiff will seek Court approval for any Enhancement Award.
15 If the Court approves an Enhancement Award less than the amount requested, the Administrator
16 will retain the remainder in the Net Settlement Amount. The Administrator will pay the
17 Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for
18 employee taxes owed on the Enhancement Award.

19 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
20 of the GSA, which is \$78,666.67, and a Class Counsel Litigation Expenses Payment for actual
21 costs. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will
22 file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen)
23 court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. In support
24 of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger
25 listing each expense incurred during the Action. If the Court approves a Class Counsel Fees
26 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
27 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
28 Participating Class Members. Released Parties shall have no liability to Class Counsel or any

other Plaintiff's counsel arising from any claim to any portion of the 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Costs Payment for actual costs, not to exceed \$7,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$7,250.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for 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.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$11,850.00 to be paid from the Gross Settlement Amount, with 65% (\$7,702.50) allocated to the LWDA PAGA Payment and 35% (\$4,147.50) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$4,147.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount 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 Size Estimates, Workweeks, and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 237 Class Members who collectively worked a total of 9,763 Workweeks during the Class Period, and 121 Aggrieved Employees who worked a total of 2,243 PAGA Pay Periods during the PAGA Period.

4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' and Aggrieved Employees' 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 Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or omits any identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will

1 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
2 to missing or omitted Class Data. On or before the date Plaintiff files the Motion for Preliminary
3 Approval, Defense Counsel shall confirm in writing to Class Counsel that the Class Data will be
4 in Defendant's possession and available for delivery no later than the hearing on the Motion for
5 Preliminary Approval.

6 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
7 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
8 transmitting the funds to the Administrator no later than 30 (thirty) calendar days after the
9 Effective Date.

10 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
11 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
12 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
13 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
14 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
15 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
16 Individual Class Payments and Individual PAGA Payments.

17 4.4.1 The Administrator will issue checks for the Individual Class Payments and
18 Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via
19 First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the
20 date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all
21 checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement
22 Payments to all Participating Class Members (including those for whom the Class Notice was
23 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
24 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
25 Employees (including those for whom Class Notice was returned undelivered). The Administrator
26 may send Participating Class Members a single check combining the Individual Class Payment
27 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
28 must update the recipients' mailing addresses using the National Change of Address Database.

1 4.4.2 The Administrator must conduct an Address Search for all Class Members and
2 Aggrieved Employees whose checks are returned undelivered without a USPS forwarding
3 address. Within seven (7) days of receiving a returned check, the Administrator must re-mail the
4 check to the USPS forwarding address provided or to an address ascertained through the Class
5 Member Address Search. The Administrator need not take further steps to deliver checks to Class
6 Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The
7 Administrator shall promptly send a replacement check to any Class Member or Aggrieved
8 Employee whose original check was lost or misplaced, if requested by the Class Member or
9 Aggrieved Employee before the Void Date.

10 4.4.3 For any Class Member whose Individual Class Payment check is uncashed and
11 canceled after the Void Date, the Administrator shall transmit the funds represented by such
12 check(s) to the Katherine and George Alexander Community Law Center as the Cy Pres Recipient
13 in the name of the employee, thereby leaving no “unpaid residue,” subject to the requirements of
14 California Code of Civil Procedure section 384, subdivision (b) and the orders of the Court. The
15 Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship,
16 financial or otherwise, with the intended Cy Pres Recipient.

17 4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
18 and canceled after the Void Date, the Administrator shall transmit the funds represented by such
19 check to the California Controller’s Unclaimed Property Fund in the name of the Aggrieved
20 Employee thereby leaving no “unpaid residue” subject to the requirements of Code of Civil
21 Procedure section 384, subdivision (b).

22 4.4.5 The payment of Individual Class Payments and Individual PAGA Payments shall
23 not obligate Defendant to confer any additional benefits or make any additional payments to Class
24 Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those
25 specified in this Agreement.

26 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
27 Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the
28

Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice; and (c) claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, waive and release the Released Parties from all claims that

were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and that are alleged to have occurred during the Class Period (collectively the “Released Class Claims”).

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Action that are alleged to have occurred during the PAGA Period and the PAGA Notice (collectively the “Released PAGA Claims”).

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 and deliver to Defense Counsel 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, subdivision (s)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator, and the proposed Cy Pres Recipient; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and to the timely transmission to the LWDA of all necessary PAGA documents, including the PAGA Notice (Lab. Code, § 2699.3, subd. (a)), the Operative Complaint

(Lab. Code, § 2699, subd. (s)(1)), and the Agreement (Lab. Code, § 2699, subd. (s)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel 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 16 (sixteen) 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected **Phoenix Settlement Administrators** 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 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.

1 7.2 Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports to state and federal tax authorities.

4 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
6 section 468B-1 for the funding of the GSA. Any interest that accrues on the Gross Settlement
7 Amount sums paid into the QSF prior to distribution by the Administrator will become part of the
8 Net Settlement Amount for distribution to Participating Class Members.

9 7.4 Notice to Class Members.

10 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
11 shall notify Class Counsel that the list has been received and state the number of Class Members,
12 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

13 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
14 after receiving the Class Data, the Administrator will send to all Class Members identified in the
15 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
16 Spanish translation substantially in the form attached to this Agreement as **Exhibit A**. The first
17 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
18 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
19 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
20 Notices, the Administrator shall update Class Member addresses using the National Change of
21 Address database.

22 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
23 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
24 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
25 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
26 Notice to the most current address obtained. The Administrator has no obligation to make further
27 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
28 USPS a second time.

1 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
2 and/or PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members
3 whose notices are re-mailed. Class Members whom Class Notices are resent after having been
4 returned undeliverable to the Administrator shall have their deadline extended by an additional
5 fourteen (14) calendar days beyond the sixty (60) calendar days of the Response Deadline. The
6 Administrator will inform the Class Member of the extended deadline with the re-mailed Class
7 Notice.

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

16 7.5 Requests for Exclusion (Opt-Outs).

17 7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class
18 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
19 Exclusion not later than the Response Deadline, which is sixty (60) calendar days after the
20 Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class
21 Members whose Class Notice is re-mailed. A Request for Exclusion is a letter from a Class
22 Member or the Class Member's representative that reasonably communicates the Class Member's
23 election to be excluded from the Settlement and includes the Class Member's name, address, and
24 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
25 emailed, or postmarked by the Response Deadline.

26 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
27 to contain all the information specified in the Class Notice. The Administrator shall accept any
28 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the

1 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
2 determination shall be final and not appealable or otherwise susceptible to challenge. If the
3 Administrator has reason to question the authenticity of a Request for Exclusion, the
4 Administrator may demand additional proof of the Class Member's identity. The Administrator's
5 determination of authenticity shall be final and not appealable or otherwise susceptible to
6 challenge.

7 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
8 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
9 bound by all terms and conditions of the Settlement, including the Participating Class Members'
10 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
11 Class Member actually receives the Class Notice or objects to the Settlement.

12 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
13 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
14 right to object to the class action components of the Settlement. Because future PAGA claims are
15 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
16 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
17 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

18 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty) days
19 after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
20 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
21 PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may
22 challenge the allocation by communicating with the Administrator via fax, email or mail. The
23 Administrator must encourage the challenging Class Member to submit supporting
24 documentation. The Administrator has the authority to address and make final decisions
25 consistent with the terms of this Agreement on all Class Member challenges to the number of
26 Workweeks and PAGA Pay Periods. In the absence of any contrary documentation, the
27 Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the
28 Class Notice are correct so long as they are consistent with the Class Data. The Administrator's

determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

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 not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice, plus an additional fourteen (14) calendar 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, 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; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Enhancement Award; 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.

1 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
3 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
4 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
5 and other identifying information of Class Members who have timely submitted valid Requests
6 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
7 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
8 Exclusion from Settlement submitted (whether valid or invalid).

9 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
10 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
11 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
12 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
13 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
14 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
15 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
16 objections received.

17 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
18 address and make final decisions consistent with the terms of this Agreement on all Class Member
19 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
20 shall be final and not appealable or otherwise susceptible to challenge.

21 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
22 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
23 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
24 Court attesting to its due diligence and compliance with all of its obligations under this
25 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
26 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
27 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
28 of written objections and attach the Exclusion List. The Administrator will supplement its

1 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
2 for filing the Administrator's declaration(s) in Court.

3 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
5 and Defense Counsel with a final report detailing its disbursements by employee identification
6 number only of all payments made under this Agreement. At least 15 days before any deadline
7 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
8 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
9 payments required under this Agreement. Class Counsel is responsible for filing the
10 Administrator's declaration in Court.

11 8. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion
12 identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but
13 is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant
14 withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and
15 neither Party will have any further obligation to perform under this Agreement; provided,
16 however, Defendant will remain responsible for paying all Settlement Administration Expenses
17 incurred to that point. Defendant must notify Class Counsel and the Court of its election to
18 withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense
19 Counsel; late elections will have no effect.

20 9. **ESCALATOR CLAUSE**. Based on its records, Defendant estimates there are 237 Class
21 Members who collectively worked a total of 9,763 Workweeks during the Class Period. Should
22 the Workweeks increase more than 5% (i.e. more than 488 Workweeks, or exceeding 10,251
23 Workweeks), then either: (a) the GSA will increase by the same number of percentage points
24 above 5% by which the actual number of Workweeks exceeds 9,763 (for example, if the final
25 number of Workweeks is 6% higher than 9,763, the GSA will increase by 1%); or (b) Defendant
26 will, at its option, exercise the Alternate End Date. Similarly, if the PAGA Pay Periods exceed
27 2,243 by more than 5% (i.e., more than 112 PAGA Pay Periods or exceeding 2,355 Pay Periods),
28 then either: (a) the PAGA Penalties will be increased by the same percentage points above 5%;

or (b) Defendant will exercise the Alternate End Date. At Defendant's election, exercisable at any time between signing this Agreement and final approval, the Class Period and/or PAGA Period will end as of the date the 5% threshold was exceeded (the "Alternate End Date").

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen 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 Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s)(2), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel before 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. Plaintiff shall submit the Judgment and any order that provides for or denies an award of PAGA penalties to the LWDA within 10 days after entry, as required by Labor Code section 2699, subdivision (s)(3).

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate 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 address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS**.

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that

1 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
2 communications with Class Members in accordance with Class Counsel’s ethical obligations
3 owed to Class Members.

4 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
6 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
7 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
8 ethical obligations owed to Class Members.

9 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached Exhibit A shall constitute the entire agreement between the Parties
11 relating to the Settlement and shall supersede the Memorandum of Understanding executed on
12 November 11-12, 2025, as well as any and all prior or contemporaneous oral or written
13 representations, warranties, covenants, agreements, or inducements made to or by any Party. The
14 Memorandum of Understanding is not incorporated into or attached to this Agreement.

15 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents reasonably required to effectuate the terms of this
19 Agreement including any amendments to this Agreement.

20 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 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 Party in this Settlement.

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

12.9 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.

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

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

12.12 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.

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

12.14 Use and Return of Class Data. All copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement may be used only for purposes of this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules of Court. Not later than 90 days after the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Class Counsel shall destroy all paper and electronic versions of the Class Data received from Defendant unless, before that date, Defendant makes a written request to Class Counsel for return rather than

1 destruction of the Class Data. Notwithstanding the foregoing, Class Counsel may retain one
2 secure archival copy of the Class Data, together with pleadings, declarations, payment analyses,
3 and attorney work product, solely as necessary to satisfy legal, ethical, tax, insurance, record-
4 retention, settlement-administration, or enforcement obligations. All retained materials shall
5 remain subject to the confidentiality and data-security requirements of this Agreement. No
6 destruction or return shall be required while any appeal, payment dispute, settlement-
7 administration issue, tax issue, or enforcement matter remains pending.

8 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
9 inserted for convenience of reference only and does not constitute a part of this Agreement.

10 12.16 Calendar Days. Unless otherwise noted, all references to “days” in this Agreement
11 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
12 weekend or federal legal holiday, such date or deadline shall be on the first business day
13 thereafter.

14 12.17 Notice. All notices, demands, or other communications between the Parties in
15 connection with this Agreement will be in writing and deemed to have been duly given as of the
16 third business day after mailing by United States mail, or the day sent by email or messenger,
17 addressed as follows:

18 To Plaintiff:

19 Thiago M. Coelho (SBN 324715)
20 thiago.coelho@wilshirelawfirm.com
21 Chumahan B. Bowen (SBN 268136)
22 chumahan.bowen@wilshirelawfirm.com
23 Jesenia A. Martinez, (SBN 316969)
24 jesenia.martinez@wilshirelawfirm.com
25 **WILSHIRE LAW FIRM, PLC**
26 660 S. Figueroa Street, Sky Lobby
27 Los Angeles, CA 90017
28 Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Mark A. Neubauer (SBN 73728)
mneubauer@carltonfields.com
 Emily Karpen (SBN 357383)
ekarpen@carltonfields.com
CARLTON FIELDS, LLP
 2029 Century Park East, Suite 1200
 Los Angeles, CA 90067-2913
 Telephone: (310) 843-6300
 Facsimile: (310) 843-6301
 Attorneys for Defendant

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

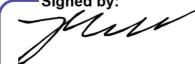
12.19 Stay of Litigation. The Parties agree that upon execution of this Agreement, the litigation shall be stayed, except as necessary to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure sections 583.310 and 583.330, to extend the deadline to bring the Action to trial for the entire period of the settlement process.

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

IT IS SO AGREED.

By the Parties:

DATED: 9/16/2026

Signed by:

 E247BDE829E2413...

Plaintiff Jenny Wobrock Vieira

DATED: 9/15/2026

DocuSigned by:
Randall A. Blumenthal
0222CE4CD63E4C6...

Defendant Orlando Bathing Suit, LLC d/b/a Everything But Water

By: Randall A. Blumenthal

Position: Chairman & CEO

Approved by counsel:

DATED: 9/17/2026

WILSHIRE LAW FIRM

BY: *[Signature]*
Thiago M. Coelho (SBN 324715)
Chumahan B. Bowen (SBN 268136)
Jesenia A. Martinez, (SBN 316969)
Counsel for Plaintiff Jenny Wobrock Vieira

DATED: September 15, 2026

CARLTON FIELDS, LLP

BY: *Mark Neubauer*
Mark A. Neubauer (SBN 73728)
Emily Karpen (SBN 357383)
Counsel for Orlando Bathing Suit, LLC d/b/a
Everything But Water.