

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
afeghali@moonlawgroup.com
S. Phillip Song (SBN 326572)
psong@moonlawgroup.com
Morgan W. Simpson (SBN 337325)
msimpson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff DAYSI MOLINA

Kara A. Cole (SBN 306515)
kcole@littler.com
Stephanie A. Kierig (SBN 312294)
skierig@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Facsimile: 619.232.4302

Attorneys for Defendant JOBSANDTALENT HIRINGS, LLC

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

DAYSI MOLINA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

JOBSANDTALENT HIRINGS, LLC; and
DOES 1 through 10, inclusive,

Defendants

Case No. CIVSB2434378

*[Assigned for all purposes to the Hon. Stephanie
Tanada, Dept. S33]*

CLASS ACTION

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

This Stipulation of Class Action and PAGA Settlement and Release of Claims is entered into by and between Plaintiff DAYSI MOLINA (“Plaintiff”), an individual, on behalf of herself, and on behalf of all persons similarly situated, and Defendant JOBANDTALENT HIRINGS, LLC (“Defendant”) (Plaintiff and Defendant collectively referred to herein as the “Parties”):

1. DEFINITIONS.

1.1 “Action” means and refers to Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Daysi Molina v. JobandTalent Hirings, LLC*, Case No. CIVSB2434378, initiated on November 14, 2024, and pending in the Superior Court of the State of California, County of San Bernardino.

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

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

1.4 “Aggrieved Employee” means any person who worked for Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period.

1.5 “Agreement” or “Settlement Agreement” means this Stipulation of Class Action and PAGA Settlement and Release of Claims.

1.6 “Class” means all persons who worked for Defendant in California as hourly, non-exempt employees at any time during the Class Period.

1.7 “Class Counsel” means Kane Moon, Allen Feghali, S. Phillip Song, and Morgan Simpson of Moon Law Group, PC.

1.8 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last known mailing address, Social Security number,

and number of Class Period Workweeks and PAGA Pay Periods.

1.10 “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 mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip-traces, and direct contact by the Administrator with Class Members.

1.12 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English 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” means the period from November 12, 2020, through February 17, 2026.

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

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

1.16 “Court” means the Superior Court for the State of California, County of San Bernardino.

1.17 “Defendant” means the named Defendant in the Action, JobandTalent Hirings, LLC.

1.18 “Defense Counsel” means Kara Adelle Ritter Cole and Stephanie A. Kierig of Littler Mendelson, P.C.

1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) 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 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” means One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), 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, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses 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, the agency entitled under Labor Code section 2699, subdivision (i).

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses 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 “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*
- 1.31 “PAGA Notice” means Plaintiff’s November 9, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$15,000.00), allocated 35% to the Aggrieved Employees (\$5,250.00), and 65% to the LWDA (\$9,750.00) in settlement of Plaintiff’s PAGA claims.
- 1.34 “PAGA Period” means the period from November 9, 2023, through February 17, 2026.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Daysi Molina, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s granting of preliminary approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of Class Action and PAGA 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, and affiliates, including Defendant’s past, present, and future parents, subsidiaries, divisions, affiliates, related entities, joint ventures, partners, predecessors, successors, merged entities, and assigns, including without limitation Jobandtalent USA,

Inc., Jobandtalent, Inc., LGS Staffing, Sentech Services, and any other entity within the Jobandtalent corporate family.

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) days after the Administrator mails the Class Notice 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 Objections to the Settlement. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44 “Settlement” means the disposition of the 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 9, 2024, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3.

2.2 On November 14, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for: (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

2.3 On February 18, 2025, Plaintiff filed a First Amended Class Action Complaint, wherein she asserted a ninth cause of action against Defendant for civil penalties under PAGA based

on the same claims in Plaintiff's initial Class Action Complaint. Plaintiff's First Amended Class Action Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.4 On November 19, 2025, the Parties participated in an all-day mediation presided over by Michael Ludwig, Esq., which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, documents and data consisting of relevant policy documents, personnel records, wage statements, key data on the number of putative class members, Workweeks in the Class Period, PAGA Pay Periods in the PAGA Period, as well as the relevant pay and time data for all Class Members and Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30 ("*Dunk/Kullar*").

2.6 The Court has not granted class certification in the Action.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Twenty Thousand Dollars and Zero Cent (\$120,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement

Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment of not more than Five Thousand Dollars and Zero Cents (\$5,000.00), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Any denial of, reduction to, or modification by the Court to the requested amount of the Class Representative Service Payment will not invalidate the rest of this Agreement or the Settlement and is not grounds for appeal.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of no more than one-third of the Gross Settlement Amount, which is currently estimated to be Forty Thousand Dollars and Zero Cents (\$40,000.00), and a Class Counsel Litigation Expenses Payment of not more than Seventeen Thousand Dollars and Zero Cents (\$17,000.00). Defendant will not oppose Class Counsel's requests for these payments, provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval

Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Forms 1099. 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. The amounts of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment are not material terms of this Agreement or the Settlement. Any denial of, reduction to, or modification by the Court to the requested amounts of the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not invalidate the rest of this Agreement or the Settlement and is not grounds for appeal.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Three Thousand Nine Hundred Fifty Dollars and Zero Cents (\$3,950.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$3,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

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 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. The remainder of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties, interest, and reimbursement for necessary business expenses under California Labor Code section 2802 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Forms 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

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 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to be paid from the Gross Settlement Amount, with 65% (\$9,750.00) allocated to the LWDA PAGA Payment, and the remaining 35% (\$5,250.00) allocated to the Individual PAGA Payments.

3.2.5.1 Calculation of Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$5,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's number of 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. The Administrator will report the Individual PAGA Payments on IRS Forms 1099.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously 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 the Administrator's 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 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 Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than the first business day thirty (30) calendar days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the

Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual 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 the Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("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.

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's

Unclaimed Property Fund in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

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

5.1 Release by Plaintiff. In addition to her release of the Released Class Claims and Released PAGA Claims, Plaintiff and all persons purporting to act on Plaintiff’s behalf or purporting to assert a claim under or through her shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all claims, known or unknown, asserted and unasserted, that she has or may have had against Defendant or any of the other Released Parties including Defendant’s past, present, and future parents, subsidiaries, divisions, affiliates, related entities, joint ventures, partners, predecessors, successors, merged entities, and assigns, including without limitation Jobandtalent USA, Inc., Jobandtalent, Inc., LGS Staffing, Sentech Services, and any other entity within the Jobandtalent corporate family, from the beginning of time through the date Plaintiff signs the Settlement Agreement, including, but not limited to, any claims concerning Plaintiff’s employment and/or the termination of her employment with Defendant, any claims based on the California Labor Code (including for wages, bonuses, severance pay, employment benefits, and stock options), violation of any personnel policy, any claims based on unlawful discrimination, harassment, retaliation, violation of public policy, wrongful termination, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good

1 faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any
2 theory of retaliation, any legal restriction on any affiliated entity's right to terminate the
3 employment relationship, or any federal, state, local, or other governmental statute,
4 executive order, regulation, ordinance, common law, or any other basis whatsoever, to the
5 fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the
6 approval of the settlement by the Court shall have, expressly waived and relinquished to
7 the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of
8 the California Civil Code. Plaintiff, for herself, has read California Civil Code section
9 1542, which provides as follows:

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

17 Plaintiff understands that California Civil Code section 1542 gives the right not to release
18 existing claims of which she is not now aware, unless Plaintiff voluntarily chooses to waive
19 this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights
20 described in California Civil Code section 1542 and elects to assume all risks for claims
21 that now exist in her favor, known or unknown. Plaintiff's general release of claims as set
22 forth in this Paragraph is a condition precedent to enforcement of this Settlement
23 Agreement. Plaintiff's release, however, shall not include claims or actions to enforce this
24 Agreement, or claims for vested benefits, unemployment benefits, disability benefits,
25 social security benefits, or workers' compensation benefits that arose at any time.

26 5.2 Released Class Claims. Upon full funding of the Gross Settlement Amount, Participating
27 Class Members, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns release the

Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in Plaintiff's Operative Complaint in the Action, including claims for alleged violations of California Labor Code sections 201-204, 210, 226, *et seq.*, 226.3, 226.7, 227.3, 246, 510-512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699, 2800, and 2802, any related regulations, the applicable Industrial Welfare Commission ("IWC") Wage Order(s), any other common law or statutory cause of action, and for penalties, interest, attorneys' fees, costs, and other amounts recoverable under said cause of action under applicable law, to the extent permissible, that are alleged to have occurred during the Class Period for the following:

- a. Any claims for alleged unpaid compensation or compensation paid at the incorrect rate of pay (including, but not limited to, minimum wages, overtime wages, double time wages, off-the-clock work, non-discretionary bonuses/commissions, sick pay, etc.);
- b. Any claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint for failure to provide meal periods or pay premium compensation in lieu thereof in accordance with the California Labor Code and/or applicable IWC Wage Order(s), including any claims regarding failure to maintain accurate records of all meal periods taken or missed and failure to pay premiums at the correct rate of pay;
- c. Any claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint for failure to authorize and permit rest breaks or pay premium compensation in lieu thereof in accordance with the California Labor Code and/or applicable IWC Wage Order(s), including any claims regarding failure to pay premiums at the correct rate of pay;
- d. Any claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint for failure to provide reimbursements for necessary business expenses incurred, expressly including, but not limited to, cell phone use, personal vehicle use, mileage;
- e. Any claims that were alleged, or reasonably could have been alleged, based on the facts

1 stated in the Operative Complaint for failure to pay wages timely during employment
2 or upon termination of employment;

3 f. Any claims that were alleged, or reasonably could have been alleged, based on the facts
4 stated in the Operative Complaint for failure to provide all/accurate information
5 required to be on wage statements or to maintain records required by the California
6 Labor Code; and

7 g. Any claims that were alleged, or reasonably could have been alleged, based on the facts
8 stated in the Operative Complaint for unfair competition or unlawful business practices.

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

14 5.3 Released PAGA Claims. Upon full funding of the Gross Settlement Amount, Plaintiff, all
15 Aggrieved Employees, and the State of California are deemed to release, on behalf of
16 themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, the Released Parties from all claims for PAGA
18 penalties that were alleged, or reasonably could have been alleged, based on the facts stated
19 in Plaintiff's Operative Complaint and/or her notice to the LWDA under PAGA, including
20 claims for alleged violations of California Labor Code sections 201-204, 210, 226, *et seq.*,
21 226.3, 226.7, 227.3, 246, 510-512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
22 1198, 2698-2699, 2800, and 2802, any related regulations, and the applicable IWC Wage
23 Order(s), that accrued at any time during the PAGA Period. The express purpose of this
24 Settlement and the Judgment to be entered by the Court following Final Approval of this
25 settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting
26 on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved
27 Employees) from asserting any of the released PAGA claims that occurred during the
28 PAGA Period in any future litigation.

1 **6. MOTION FOR PRELIMINARY APPROVAL.**

2 6.1 Plaintiff's Responsibilities. Class Counsel will prepare and deliver to Defense Counsel all
3 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice
4 and memorandum in support of the Motion for Preliminary Approval that includes an
5 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the Settlement
6 under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting
7 Preliminary Approval of Settlement; (iii) a signed declaration from the Administrator
8 attaching its "not to exceed" bid for administering the Settlement and attesting to its
9 willingness to serve, competency, operative procedures for protecting the security of Class
10 Data, amounts of insurance coverage for any data breach, defalcation of funds or other
11 misfeasance, all facts relevant to any actual or potential conflicts of interest with Class
12 Members, and the nature and extent of any financial relationship with Plaintiff, Class
13 Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming
14 willingness and competency to serve as Class Representative and disclosing all facts
15 relevant to any actual or potential conflicts of interest with Class Members and/or the
16 Administrator; (v) a signed declaration from Class Counsel attesting to its competency to
17 represent the Class Members and its timely transmission to the LWDA of all necessary
18 PAGA documents (initial notice of violations [Lab. Code § 2699.3(a)], Operative
19 Complaint [Lab. Code § 2699(l)(1)], and this Agreement [Lab. Code § 2699(l)(2)]); and
20 (vii) all facts relevant to any actual or potential conflict of interest with Class Members
21 and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that
22 they are not aware of any other pending matter or action asserting claims that will be
23 extinguished or adversely affected by the Settlement.

24 6.2 Responsibilities of Counsel. Class Counsel shall circulate a draft of Plaintiff's Motion for
25 Preliminary Approval to Defense Counsel for review at least ten (10) days before the date
26 Class Counsel intends to file the motion. Class Counsel and Defense Counsel are jointly
27 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no
28 later than thirty (30) days after the full execution of this Agreement, obtaining a prompt

hearing date for the Motion for Preliminary Approval, and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval 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, Phoenix Settlement Administrators agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses 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.

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 state and federal tax authorities.

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

7.4 Notice to Class Members.

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

the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

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

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class

1 Data and should have received Class Notice, the Parties will expeditiously meet
2 and confer in person or by telephone, and in good faith, in an effort to agree on
3 whether to include them as Class Members. If the Parties agree, such persons will
4 be Class Members entitled to the same rights as other Class Members, and the
5 Administrator will send, via email or overnight delivery, a Class Notice requiring
6 them to exercise options under this Agreement not later than fourteen (14) days
7 after receipt of Class Notice, or the deadline dates in the Class Notice, whichever
8 are later.

9 7.5 Requests for Exclusion (Opt-Outs).

10 7.5.1 Class Members who wish to exclude themselves (opt out of) the Class Settlement
11 must send the Administrator, by fax, email, or mail, a signed written Request for
12 Exclusion not later than sixty (60) days after the Administrator mails the Class
13 Notice (plus an additional fourteen (14) days for Class Members whose Class
14 Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or
15 his/her/their representative that reasonably communicates the Class Member's
16 election to be excluded from the Settlement and includes the Class Member's name,
17 address, and email address or telephone number. To be valid, a Request for
18 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

19 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
20 to contain all the information specified in the Class Notice. The Administrator shall
21 accept any Request for Exclusion as valid if the Administrator can reasonably
22 ascertain the identity of the person as a Class Member and the Class Member's
23 desire to be excluded. The Administrator's determination shall be final and not
24 appealable or otherwise susceptible to challenge. If the Administrator has reason
25 to question the authenticity of a Request for Exclusion, the Administrator may
26 demand additional proof of the Class Member's identity. The Administrator's
27
28

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 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) 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 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculations of

Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination on the challenges.

7.7 Objections to the Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

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.
3 Not later than five (5) days after the expiration of the deadline for submitting
4 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
5 Defense Counsel containing: (a) the names and other identifying information of
6 Class Members who have timely submitted valid Requests for Exclusion
7 ("Exclusion List"); (b) the names and other identifying information of Class
8 Members who have submitted invalid Requests for Exclusion; and (c) copies of all
9 Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

24 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
25 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
26 the Administrator will provide to Class Counsel and Defense Counsel a signed
27 declaration suitable for filing in Court attesting to its due diligence and compliance
28 with all of its obligations under this Agreement, including, but not limited to, its

mailing of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion received (both valid and invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 Workweek Estimate. Based on a review of its records to date, Defendant estimates that the calculated number of Workweeks through November 19, 2025 (the date of mediation of the Action), was approximately 980.

8.2 Escalator Clause. If it is determined that the number of Workweeks exceeds Defendant's estimated workweek count by more than 10% (*i.e.*, for a total of 1,078 Workweeks), Defendant shall have the option to either (a) increase the Gross Settlement Amount proportionally only for the number of Workweeks that exceed 110% (*e.g.*, if the total Workweeks is in fact 11% higher than Defendant's workweek estimate, the Gross settlement Amount will be increased by 1%), or (b) elect to shorten the Class Period to stay within the 10% workweek threshold. Defendant, through Defense Counsel, will inform Class Counsel which option Defendant chooses prior to the Preliminary Approval Hearing.

9. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the

1 calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the
2 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
3 2699, subdivision (l), a Proposed Final Approval Order, and a proposed Judgment (collectively,
4 the “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
5 Counsel not later than ten (10) days prior to filing the Motion for Final Approval. Class Counsel
6 and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good
7 faith, to resolve any disagreements concerning the Motion for Final Approval.

8 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by
9 a Participating Class Member, including the right to file responsive documents in Court no
10 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered
11 or accepted by the Court.

12 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
13 on any material change to the Settlement (including, but not limited to, the scope of release
14 to be granted by Class Members), the Parties will expeditiously work together in good faith
15 to address the Court’s concerns by revising the Agreement as necessary to obtain Final
16 Approval. The Court’s decision to award less than the amounts requested for the Class
17 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
18 Expenses Payment, and/or Administration Expenses Payment shall not constitute a
19 material modification to the Agreement within the meaning of this Paragraph.

20 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
21 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
22 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
23 administration matters, and (iii) addressing such post-Judgment matters as are permitted
24 by law.

25 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
26 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
27 Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their
28 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.

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

10. **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 and a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint 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 reasons, 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).

11.2 Publicity and Confidentiality. Plaintiff shall not, at any time, make any public comments, communications to media, or any form of advertising or public announcements (including on social media) regarding the Action or this settlement. Plaintiff represents that she has instructed Class Counsel not to make public comments, communications to media, or engage in or cause any other individual or entity to engage in any form of advertising or public announcements (including on social media) regarding the Action or this Settlement at any time. Outside of court filings and/or submissions necessary to finalize the terms of this Settlement, Plaintiff shall not discuss, and Plaintiff represents she has instructed Class Counsel not to discuss, the terms of the Settlement or the negotiations leading to Settlement of the Action with any person other than her spouse, tax or financial advisor, or legal counsel, provided Plaintiff informs any such individual that the information is confidential and any violation of this provision by such individual would constitute a violation by Plaintiff. 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 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's

ethical obligations owed to Class Members.

11.4 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.

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

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

11.7 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.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability of this Settlement or any portion thereof, 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.

11.9 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.

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

11.11 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.

11.12 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.

11.13 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.

11.14 Use and Destruction 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 Defendant in connection with this Action, the mediation, other settlement negotiations, or in connection with this Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rule of Court. Upon the Administrator's distribution of all payments under this Settlement, Class Counsel shall destroy Defendant's confidential documents and information related to the Action and this Settlement.

11.15 Headings. The descriptive heading of any 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 to the Parties' counsel:

Class Counsel

Kane Moon
kmoon@moonlawgroup.com
Allen Feghali
afeghali@moonlawgroup.com
S. Phillip Song
psong@moonlawgroup.com
Morgan W. Simpson
msimpson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, CA 90017

Defense Counsel

Kara A. Cole
kcole@littler.com
Stephanie A. Kierig
skierig@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101

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

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

11.20 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Participating Class Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFF:

DATED: 2/26/2026

Signed by:

3D1FFEF54C03470...

DAYSI MOLINA

IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

DATED: 03 March 2026

Signed by:

48E783C374B64FA...

JOBAN

Carlos Armengol villalba

Printed Name

Co-CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

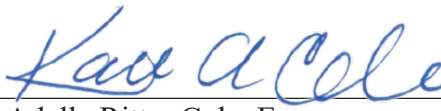
DATED: 2/26/2026

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali, Esq.
S. Phillip Song, Esq.
Morgan W. Simpson, Esq.
Attorneys for Plaintiff, Class Members, and
Aggrieved Employees

DATED: 03/03/2026

LITTLER MENDELSON, P.C.

By: 
Kara Adelle Ritter Cole, Esq.
Stephanie A. Kierig, Esq.
Attorneys for Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

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

***(Daysi Molina v. JobandTalent Hirings, LLC, San Bernardino County Superior Court,
Case No. CIVSB2434378)***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this Notice. If your address has changed, please notify the Administrator as explained below. In exchange for the settlement payment, you will release claims against Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Daysi Molina (“Plaintiff”) and Defendant JobandTalent Hirings, LLC (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons who worked for Defendant in California as an hourly, non-exempt employee at any time between November 12, 2020, and February 17, 2026 (the “Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On November 9, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant. On November 14, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted class claims against Defendant for: (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal.

Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (the “Action”).

On February 18, 2025, Plaintiff filed a First Amended Class Action Complaint, adding an additional representative cause of action for civil penalties under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (the “Operative Complaint”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by Plaintiff are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On November 19, 2025, the Parties participated in an all-day mediation with Michael Ludwig, Esq., which culminated in a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the law firms of Moon Law, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$3,950.00 for expenses, including expenses of sending this Class Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Fees Payment. Payment to Class Counsel of an award of attorneys’ fees of no more than one-third (1/3) of the Gross Settlement Amount (currently \$40,000.00) and actually incurred litigation expenses of not more than \$17,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment to Plaintiff of up to Five Thousand Dollars and Zero Cents (\$5,000.00), or such lesser amount as may be approved

by the Court, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$9,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,250.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Class Members who do **not** request exclusion ("Participating Class Members"). The Individual Class Payment for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Class Members that occurred during the Class Period and multiplying the result by each individual Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendant in California during the Class Period.
- Calculation of Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means any person who worked for Defendant in California as an hourly, non-exempt employee at any time between November 9, 2023, and February 17, 2026 (the "PAGA Period").

If this Settlement is approved by the Court, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an IRS Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties, interest, and reimbursement for necessary business expenses under California Labor Code section 2802. Each Participating Class Member will be issued an IRS Form 1099 for the penalty, interest, and expense reimbursement portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an IRS Form 1099 for such payment. Neither Class Counsel nor Defense Counsel intends anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Class Payments and Individual PAGA Payments made to Participating Class Members and/or Aggrieved Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under

any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or that reasonably could have been alleged, based on the facts alleged in the Operative Complaint in the Action, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims that were alleged, or that reasonably could have been alleged, based on the facts in the Operative Complaint in the Action and in Plaintiff's PAGA notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and be legally binding upon you.

5. How much will my payment be?

Defendant's records reflect that you have <<[REDACTED]>> Workweeks worked during the Class Period (November 12, 2020, through February 17, 2026).

Based on this information, your estimated Individual Class Payment is <<[REDACTED]>>.

Defendant's records reflect that you have <<[REDACTED]>> Pay Periods worked during the PAGA Period (November 9, 2023, and February 17, 2026).

Based on this information, your estimated Individual PAGA Payment is <<[REDACTED]>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than [REDACTED] [60 days after the Notice or 14 days after the re-mailed Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Phoenix Settlement Administrators.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. After entry of the Judgment, the Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the Administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Administrator is [INSERT]. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled ***Daysi Molina v. JobandTalent Hirings, LLC, currently pending in San Bernardino County Superior Court, Case No. CIVSB2434378.*** The request for exclusion must contain your name, address, signature, and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Daysi Molina v. JobandTalent Hirings, LLC, currently pending in San Bernardino County Superior Court, Case No. CIVSB2434378.*** You may also object without submitting a written objection by appearing at the Final Approval Hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member

who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Administrator no later than [REDACTED]. The address for the Administrator is [INSERT].

The addresses for the Parties' counsel are as follows:

Class Counsel

Kane Moon
Allen Feghali
S. Phillip Song
Morgan W. Simpson
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Defense Counsel

Kara A. Cole
Stephanie A. Kierig
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101
Telephone: (619) 232-0441
Facsimile: (619) 232-4302

The Court will hold a Final Approval Hearing at [REDACTED], at the San Bernardino County Superior Court, Department S33, located at 247 West Third Street, San Bernardino, CA 92415, before Honorable Stephanie Tanada. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend the Final Approval Hearing**, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at [INSERT] or write to the Administrator at [INSERT].

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment, or other Settlement documents by writing to Moon Law Group, PC, 725 S. Figueroa Street, Suite 3100, Los Angeles, CA 90017, or by visiting the administrator's website at [REDACTED].

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.