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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JESSE WILLIAM SORIANO, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ISP2, INC.; ISP2 VACAVILLE, INC.; ISP2 SAN RAMON, INC.; ISP2 BAKERSFIELD, INC.; ISP2 BAKERSFIELD MARKETPLACE, INC.; ISP2 BURLINGTON, INC.; ISP2 CHINO, INC.; ISP2 DANVILLE, INC.; ISP2 DUBLIN, INC.; ISP2 EMERYVILLE, INC.; ISP2 FOUNTAIN VALLEY, INC.; ISP2 FRESNO, INC.; ISP2 FRESNO 2, INC.; ISP2 HAYWARD, INC.; ISP2 HILLSDALE, INC.; ISP2 LONG BEACH, INC.; ISP2 MODESTO, INC.; ISP2 MONTEREY, INC.; ISP2 MOUNTAIN VIEW, INC.; ISP2 NEWPORT BEACH, INC.; ISP2 NORTHRIDGE, INC.; ISP2 OAKLAND, INC.; ISP2 ROCKRIDGE, INC.; ISP2 SACRAMENTO, INC.; ISP2 SALINAS, INC.; ISP2 SAN DIEGO, INC.; ISP2 SAN JOSE D/T INC.; ISP2 SAN LUIS OBISPO, INC.; ISP2 SANTA CLARA, INC.; ISP2 SANTA CRUZ, INC.; ISP2 SANTANA ROW, INC.; ISP2 SAP, INC.; ISP2 SERRAMONTE, INC.; ISP2 SHATTUCK, INC.; ISP2 SKYPORT, INC.; ISP2 STOCKTON, INC.; ISP2 STONESTOWN, INC.; ISP2 SUNNYVALE, INC.; ISP2 THE PLANT, INC.; ISP2 THE WILLOWS, INC.; ISP2 TURLOCK, INC.; ISP2 TUSTIN, INC.; ISP2 VALLEJO, INC.; ISP2 WALNUT CREEK, INC.; ISP2 WESTGATE, INC.; and DOES 1 through 25, inclusive,

Defendants

Case No.: 24STCV32571

[Assigned for all purposes to: Hon. William F. Highberger, Dept. 10]

PAGA SETTLEMENT AGREEMENT

Action Filed: December 10, 2024
FAC Filed: February 13, 2025
Trial Date: Not set

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Jesse William Soriano ("Plaintiff") and Defendants ISP2, Inc.; ISP2 Vacaville, Inc.; ISP2 San Ramon, Inc.; ISP2 Bakersfield, Inc.; ISP2 Bakersfield Marketplace, Inc.; ISP2 Burlingame, Inc.; ISP2 Chino, Inc.; ISP2 Danville Inc.; ISP2 Dublin, Inc.; ISP2 Emeryville, Inc.; ISP2 Fountain Valley, Inc.; ISP2 Fresno, Inc.; ISP2 Fresno 2, Inc.; ISP2 Hayward, Inc.; ISP2 Hillsdale, Inc.; ISP2 Long Beach, Inc.; ISP2 Modesto, Inc.; ISP2 Monterey Inc.; ISP2 Mountain View, Inc.; ISP2 Newport Beach, Inc.; ISP2 Northridge, Inc.; ISP2 Oakland Inc.; ISP2 Rockridge, Inc.; ISP2 Sacramento, Inc.; ISP2 Salinas Inc.; ISP2 San Diego, Inc.; ISP2 San Jose D/T Inc.; ISP2 San Luis Obispo, Inc.; ISP2 Santa Clara Inc.; ISP2 Santa Cruz, Inc.; ISP2 Santana Row, Inc.; ISP2 SAP, Inc.; ISP2 Serramonte, Inc.; ISP2 Shattuck, Inc.; ISP2 Skyport, Inc.; ISP2 Stockton, Inc.; ISP2 Stonestown, Inc.; ISP2 Sunnyvale, Inc.; ISP2 The Plant, Inc.; ISP2 The Willows, Inc.; ISP2 Turlock, Inc.; ISP2 Tustin, Inc.; ISP2 Vallejo, Inc.; ISP2 Walnut Creek Inc.; and ISP2 Westgate, Inc. (altogether, "Defendants"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or each individually as a "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiff's lawsuit alleging wage-and-hour violations against Defendants captioned *Jesse William Soriano v. ISP2, Inc., et al.*, Case No. 24STCV32571, initiated on December 10, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, as well as Plaintiff's PAGA Notice submitted to the LWDA.

1.2. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have jointly appointed to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses, and in accordance with the Administrator's bid submitted to the Court in connection with approval of the Settlement.

1.4. "Aggrieved Employee" means, for purposes of Settlement, all current and former non-exempt, hourly-paid employees who were employed by Defendants and worked for

Defendants in California at any time during the PAGA Release Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including, for each Aggrieved Employee, his or her full name, last-known mailing and/or email address, Social Security Number, dates of employment, and number of PAGA Pay Periods worked by each Aggrieved Employee.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current 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 Aggrieved Employees.

1.7. "Approval Order" means the Court's Order granting approval of the PAGA Settlement.

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

1.9. "Defendant" means ISP2, Inc.; ISP2 Vacaville, Inc.; ISP2 San Ramon, Inc.; ISP2 Bakersfield, Inc.; ISP2 Bakersfield Marketplace, Inc.; ISP2 Burlingame, Inc.; ISP2 Chino, Inc.; ISP2 Danville Inc.; ISP2 Dublin, Inc.; ISP2 Emeryville, Inc.; ISP2 Fountain Valley, Inc.; ISP2 Fresno, Inc.; ISP2 Fresno 2, Inc.; ISP2 Hayward, Inc.; ISP2 Hillsdale, Inc.; ISP2 Long Beach, Inc.; ISP2 Modesto, Inc.; ISP2 Monterey Inc.; ISP2 Mountain View, Inc.; ISP2 Newport Beach, Inc.; ISP2 Northridge, Inc.; ISP2 Oakland Inc.; ISP2 Rockridge, Inc.; ISP2 Sacramento, Inc.; ISP2 Salinas Inc.; ISP2 San Diego, Inc.; ISP2 San Jose D/T Inc.; ISP2 San Luis Obispo, Inc.; ISP2 Santa Clara Inc.; ISP2 Santa Cruz, Inc.; ISP2 Santana Row, Inc.; ISP2 Sap, Inc.; ISP2 Serramonte, Inc.; ISP2 Shattuck, Inc.; ISP2 Skyport, Inc.; ISP2 Stockton, Inc.; ISP2 Stonestown, Inc.; ISP2 Sunnyvale, Inc.; ISP2 The Plant, Inc.; ISP2 The Willows, Inc.; ISP2 Turlock, Inc.; ISP2 Tustin, Inc.; ISP2 Vallejo, Inc.; ISP2 Walnut Creek Inc.; and ISP2 Westgate, Inc., the Defendants named and sued in the Action.

1.10. "Defense Counsel" means the attorneys of Greenberg Traurig, LLP.

1.11. "Effective Date" means: (a) the date the Court enters its Approval Order and (b) the Judgment is final. For avoidance of doubt, the Judgment is final on the later of: (a) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used) after the Court enters an order granting approval of the Settlement, as long as no timely appeal is taken of the order of approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution and entry of remittitur (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

1.12. "Employee Notice" means the *Court-Approved Notice of PAGA Settlement*, substantively and without material variation in the form attached hereto as "Exhibit A," with a Spanish translation by the Administrator, to be mailed to Aggrieved Employees with Individual PAGA Payments.

1.13. "Enhancement Award" means the payment to Plaintiff in recognition of Plaintiff having initiated the Action, his services provided and risks assumed, and his general release of individual claims.

1.14. "Gross Settlement Amount" means $385,000.00, which is the total amount Defendants agree to pay under the Settlement, subject to potential increase under the Escalator Clause (Paragraph 8) and entry of the Court's Approval Order. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Attorneys' Fees Payment, PAGA Counsel Litigation Costs Payment, Plaintiff's Enhancement Award, and the Administration Expenses Payment.

1.15. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.16. "Judgment" means the judgment entered by the Court based upon the Court's Approval Order.

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

1.18. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA pursuant to Labor Code § 2699.

1.19. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Attorneys' Fees Payment, PAGA

Counsel Litigation Costs Payment, Plaintiff's Enhancement Award, and the Administration Expenses Payment. The remainder is to be allocated as PAGA Penalties.

1.20. "Operative Complaint" means Plaintiff's First Amended Class and Representative Action Complaint filed in this Court on February 13, 2025, as modified by the Court's pending Order Granting Stipulated Dismissal of Class Claims Without Prejudice.

1.21. "PAGA" means the California Private Attorneys General Act, Labor Code §§ 2698, *et seq*.

1.22. "PAGA Counsel" means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC. PAGA Counsel represents that no other counsel has been involved in or has any claim for fees or costs associated with the Action, or has represented Plaintiff in connection with this Action or any other contemplated action against Defendant concerning the subject matter of this Action.

1.23. "PAGA Counsel Attorneys' Fees Payment" means the amount authorized by the Court to be paid to PAGA Counsel for reasonable attorneys' fees incurred to prosecute the Action.

1.24. "PAGA Counsel Litigation Costs Payment" means the amount allocated to PAGA Counsel for reimbursement of actual expenses incurred to prosecute the Action.

1.25. "PAGA Notice" means (i) Plaintiff's letter dated December 7, 2024 (Case No. LWDA-CM-1065846-24), and Plaintiff's letter dated December 9, 2024 (Case No. LWDA-CM-1066225-24), (ii) both of which were submitted online to the LWDA pursuant to Labor Code § 2699.3(a) and served on Defendants via certified mail, and provided notice of alleged Labor Code violations and the claims being released herein as Released PAGA Claims.

1.26. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants in California at least one day within the PAGA Release Period.

1.27. "PAGA Period" means the period from December 7, 2023, through December 5, 2025.

1.28. "PAGA Penalties" means the total amount of civil penalties pursuant to PAGA to be paid from the Net Settlement Amount, allocated as 35% to Aggrieved Employees and the 65% to the LWDA, for settlement of the Released PAGA Claims.

1.29. "Plaintiff" means Jesse William Soriano, the named Plaintiff in the Action.

1.30. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2

below.

1.31. "Released Parties" means: Defendants and each direct or indirect subsidiary, parent, or affiliate thereof (whether by common ownership, management, control or otherwise), and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, managers, insurers, parents, and any of their respective directors, officers, agents, or employees.

1.32. "Settlement" means the disposition of the Action effected by this Agreement, the Approval Order, and Judgment.

2. RECITALS

2.1. On December 10, 2024, Plaintiff initiated this action by filing a Class Action Complaint in this Court against Defendants, alleging, as amended, the following: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair Business Practices; and (9) Civil Penalties Under PAGA. On December 7, 2024, pursuant to Labor Code § 2699.3(a), Plaintiff submitted written notice of the alleged Labor Code violations to the California Labor and Workforce Development Agency ("LWDA") via online submission, with certified mail service on Defendants, and paid the required filing fee. Following expiration of the administrative exhaustion period, and without having received any notice from LWDA of intent to investigate the allegations, Plaintiff timely filed a First Amended Class and Representative Action Complaint (the "Operative Complaint") on February 13, 2025, to allege a ninth cause of action for civil penalties pursuant to PAGA. Pursuant to Labor Code § 2699, on February 21, 2025, Plaintiff timely submitted a file-stamped copy of the Operative Complaint to the LWDA containing the case number assigned by the Court. To date, the LWDA has not indicated any intent to investigate the allegations or intervene in the Action.

2.2. Defendants deny the allegations in Plaintiff's PAGA Notice and Operative Complaint, deny any failure to comply with the laws alleged to have been violated, and deny any and all liability for the alleged claims.

2.3. On October 6, 2025, the Parties participated in an all-day mediation facilitated by Steven Serratore, Esq., a reputable neutral who is experienced in class and PAGA actions. Mediation resulted in an agreement to settle the Action, as memorialized in a Memorandum of Understanding Re: PAGA Settlement ("MOU").

2.4. After this action was filed, Defendants produced an arbitration agreement signed by Plaintiff, which compels his individual claims to mandatory arbitration and does not explicitly permit arbitration on a class-wide basis. After reviewing the arbitration agreement, PAGA Counsel determined the agreement would likely be enforced if Plaintiff opposed arbitration. Defendants represent that roughly ninety-seven percent (97%) of putative class members in this action are also subject to similar arbitration agreements regarding the claims at issue. Defendants also provided information regarding a prior class action settlement in the matter captioned *Harris v. ISP2, Inc., et al.*, Contra Costa California Superior Court, Case No. MSC21-01157, which released Plaintiff's class claims through April 17, 2023. Accordingly, the Parties have agreed to seek dismissal of all of Plaintiff's class claims ***without*** prejudice and settle this matter on a PAGA only basis.

2.5. In conjunction with Plaintiff's motion for PAGA settlement approval, if not sooner, the Parties will file a stipulation for dismissal of class claims without prejudice, a declaration from PAGA Counsel pursuant to rule 3.770 of the California Rules of Court, and a proposed dismissal order.

2.6. Prior to mediation, Plaintiff obtained from Defendants, through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including redacted excerpts of three handbooks in effect during the PAGA Release Period, various stand-alone policies regarding Defendants' wage-and-hour policies and practices in effect during the PAGA Release Period, Plaintiff's personnel file containing his time and payroll records, a redacted employee list, demographic information regarding Aggrieved

Employees, and a sampling of time and corresponding payroll data for roughly 18.5% of Aggrieved Employees. PAGA Counsel's investigation was sufficient to satisfy the criteria for court approval. As part of this evaluation, PAGA Counsel have conducted a diligent and thorough investigation into the facts and claims alleged in Plaintiff's PAGA Notice and Operative Complaint, including an extensive review and analysis of the pre-mediation discovery. Based on their own independent investigation and evaluation, Plaintiff and PAGA Counsel are of the opinion that the Settlement, and on the terms set forth herein, is fair, reasonable, and adequate and in the best interests of the LWDA and Aggrieved Employees in light of all known facts and circumstances.

2.7. The Parties, PAGA 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 and subject to entry of the Court's Approval Order, Defendants agree to pay $385,000.00, and no more, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

3.2.1. To Plaintiff. An Enhancement Award to Plaintiff in the amount not to exceed $7,500.00, in addition to the Individual PAGA Payment that Plaintiff is entitled to receive as an Aggrieved Employee. Plaintiff will seek Court approval for the Enhancement Award no later than sixteen (16) court days prior to the approval hearing. If the Court approves an Enhancement Award of less than the amount requested, the remainder will be allocated to the Net Settlement Amount. The Administrator shall report the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Enhancement Award.

3.2.2. To PAGA Counsel. A PAGA Counsel Attorneys' Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $128,333.33 and is subject to potential increase under the Escalator Clause. Additionally, a PAGA Counsel Litigation Costs Payment of not more than $32,000.00. Plaintiff and/or PAGA Counsel will file a motion for the PAGA Counsel Attorneys' Fees Payment and PAGA Litigation Costs Payment no later than sixteen (16) court days prior to the approval hearing. If the Court approves a PAGA Counsel Fees Attorneys' Payment and/or a PAGA Counsel Costs Expenses Payment less than the amounts requested, the remainder shall be allocated to the Net Settlement Amount. The Parties agree that a decision by the Court to award PAGA Counsel less than the amount requested for the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment shall not be a basis for Plaintiff to void this Agreement. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion any PAGA Counsel Attorneys' Fee Payment and/or PAGA Counsel Litigation Costs Payment. The Administrator shall report the awarded PAGA Counsel Attorneys' Fees Payment and PAGA Counsel Costs Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Attorneys' Fees Payment and the PAGA Counsel Litigation Costs Payment.

3.2.3. To the Administrator. An Administration Expenses Payment not to exceed $6,500.00 except for a showing of good cause and as approved by the Court. To the extent actual administration costs are less or the Court approves payment less than $6,500.00, the remainder shall be allocated to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees. PAGA Penalties (in the amount of no less than $210,666.67) to be paid from the Gross Settlement Amount, with 65% (no less than $136,933.34) allocated to the LWDA PAGA Payment and 35% (no less than $73,733.33) allocated to the Individual PAGA Payments.

3.2.4.1. Formula. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' total 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Release Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.2.4.2. Tax Allocation. Each Individual PAGA Payment will be treated as 100% penalties for tax purposes, and the Administrator shall report each payment on an IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employees and Pay Periods. Based on a review of Defendants' records that between December 7, 2023 and October 6, 2025, there are 17,500 aggregate PAGA Pay Periods worked by approximately 840 Aggrieved Employees in the PAGA Release Period.

4.2. Aggrieved Employee Data. Within thirty (30) calendar days of entry of the Court's Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet, or in another form requested by the Administrator. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the

Administrator, the Parties and their respective counsel will expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants will fund the Gross Settlement Amount by transmitting the funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator within sixty (60) calendar days of entry of Judgment or on March 15, 2026, whichever is later.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Enhancement Award, the PAGA Counsel Attorneys' Fee Payment, and the PAGA Counsel Litigation Costs Payment. Disbursement of the Administration Expenses Payment, Plaintiff's Enhancement Award, the PAGA Counsel Attorneys' Fee Payment, and the PAGA Counsel Litigation Costs Payment shall not precede disbursement of the Net Settlement Amount.

4.4.1. Disbursement of Individual PAGA Payments shall be accompanied by the Employee Notice, which the Administrator shall translate into Spanish.

4.4.2. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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 "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without a USPS forwarding address. Within seven (7) calendar 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the Void Date. The Administrator shall promptly send a replacement IRS Form 1099 to any Aggrieved Employee whose original form was lost or misplaced, if requested by the Aggrieved Employee.

4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, in the name of the Aggrieved Employee, until such time that he or she claims his or her property. In this manner, the Parties and their respective counsel attest that in this manner, there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

4.4.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

5.1. Plaintiff's General Release. Upon entry of the Court's final settlement approval order and Defendants' funding of the Gross Settlement Amount, Plaintiff, on behalf of himself and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from any and all claims that Plaintiff has or may have against them related to or arising from Plaintiff's employment with Defendants ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff's General

Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce this MOU or the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date of Plaintiff's signature on the MOU (October 31, 2025).

5.1.1. <u>Section 1542 Waiver</u>. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, 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 party."

5.2. <u>Released PAGA Claims</u>. Upon entry of the Court's settlement approval order and Defendants' funding of the Gross Settlement Amount, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for civil penalties pursuant to the California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, that were alleged, or reasonably could have been alleged based on the PAGA Release Period facts stated, in Plaintiff's PAGA Notice to the LWDA and in Plaintiff's operative First Amended Class and Representative Action Complaint including but not limited to: (1) failure to pay minimum wages (Lab. Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to pay overtime compensation (Lab. Code §§ 204, 210, 510, 558, 1194, 1197, 1197.1, and 1198); (3) failure to provide meal periods (Lab. Code §§ 210, 226.7, 512, and 558); (4) failure to authorize and permit rest breaks (Lab. Code §§ 210, 226.7, 512, and 558); (5) failure to indemnify necessary business expenses (Lab. Code § 2802); (6) failure to timely pay final wages at termination, including but not limited to failure to pay all accrued vacation at termination (Lab. Code §§ 201-203, and 227.3); (7) failure to provide accurate itemized wage statements (Lab. Code §§ 226, 226.3); (8) failure to maintain accurate record of hours worked and meal periods (Lab. Code §§ 1174 and 1174.5); (9) failure to pay all earned wages twice a month (Lab. Code §§ 204, 210); and any other claims for restitution or equitable relief, statutory penalties available for any of the foregoing, and attorneys' fees and costs ("Released PAGA Claims"). The Released PAGA Claims exclude any claims for penalties under PAGA arising outside the PAGA Release Period.

5.3. Release by PAGA Counsel. Upon entry of the Court's settlement approval order and Defendants' funding of the Gross Settlement Amount, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and file all documents necessary for obtaining approval of this Settlement under Labor Code § 2699, subd. (s)(2), including (i) a Proposed Approval Order; (ii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, Defendants, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to the transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code § 2699.3(a)), Operative Complaint (Lab. Code § 2699), this Agreement (Labor Code § 2699); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declaration, PAGA Counsel shall aver, if true, that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. As part of the process for requesting the Court's approval of this Settlement and/or upon the Court's Approval Order, Plaintiff will seek to have the Released PAGA Claims dismissed with prejudice.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement within thirty (30) calendar days after the full execution of this Agreement, obtaining a prompt hearing date, and appearing in Court to advocate in favor of the motion. PAGA Counsel is also responsible for delivering the Court's Order Approval and Judgment to the Administrator and the LWDA.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant settlement approval outright, or if the Court conditions approval on any material change to the Settlement (i.e., any terms contained in the MOU), the Parties agree to expeditiously work together, and in good faith, to modify the terms of Settlement and/or otherwise address the Court's concerns. In the event the Parties seek the mediator's assistance, the Parties agree to split any applicable mediator costs equally.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator based on a competitive bidding process, and have verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with Phoenix 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 § 468B-1.

7.4. 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, ordered by the Court, and/or as requested by the Parties.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

The Gross Settlement Amount was negotiated based on Defendants' estimation that between December 7, 2023 and October 6, 2025, there are 17,500 aggregate PAGA Pay Periods worked by approximately 840 Aggrieved Employees in the PAGA Release Period. If the actual number of PAGA Pay Periods is more than 10% of the estimated count (i.e., if the actual number of PAGA Pay Periods is more than 19,250), then Defendants at their sole discretion agree to either (i) make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional PAGA Pay Period above the escalator (for example, if the number of pay periods is 11% higher, the Gross Settlement Amount will increase by 1%), or (ii) shorten the end date of the PAGA Release Period to a date on which the total number of PAGA Pay Periods is no more than 19,250. Defendants agree to make this determination by January 2, 2026, so that the escalator is resolved before the hearing on Plaintiff's motion for PAGA settlement approval.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL

9.1. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this Settlement is be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Los Angeles County Superior Court will have continuing jurisdiction over the Parties, this Action, and this Settlement, including following any entry of Judgment for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Attorneys' Fees Payment and PAGA Counsel Litigation Costs Payment, the Parties and their respective counsel 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 another party 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. ADDITIONAL PROVISIONS

10.1. No Admission. Defendants' signature on this Agreement is not, and shall not be construed as, an admission of liability of any alleged claim or to the suitability of this case as a class or representative action other than for purposes of Settlement. Likewise, Plaintiff's signature on this Agreement is not, and shall not be construed as, an admission of the merits of any of Defendants' defenses. The Agreement shall be inadmissible in any proceeding other than to effectuate the Settlement. If the Court does not grant settlement approval, the Parties agree to revert to their previous respective positions existing as of mediation, including Defendants' contention that this Action is not suitable as a class and/or representative action.

10.2. Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the settlement of claims alleged in this Action, superseding any and all written or oral representations, warranties, covenants, or inducements made to or by any Party.

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

10.4. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, expeditiously and in good faith, to implement the Settlement by, among other things, modifying this Agreement or 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 their mediator and/or the Court for resolution.

10.5. 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.

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

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

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

10.9. Severability. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of the Settlement. The legality and the remaining provisions of this Agreement and the Settlement will not be affected by a finding that any provision of this Agreement or the Settlement is illegal, invalid, or unenforceable.

10.10. Applicable Law. The Parties agree that this Agreement and the Settlement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

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

10.12. Confidentiality and No Publicity. In response to any inquiries, Plaintiff and Plaintiff's Counsel will state that "the case was resolved," or words to that effect. Plaintiff and Plaintiff's Counsel will not communicate with or to anyone regarding the Settlement, nor report the Settlement or its content in any medium or in any publication, will not post or report anything regarding the claims online or through social media, and will not contact any reporters or media regarding the settlement. Notwithstanding the foregoing, nothing in this Paragraph is intended to prohibit: (i) Plaintiff from disclosing the Settlement with his immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Plaintiff's Counsel from citing the Settlement as evidence supporting their competence as counsel in wage/hour class and/or PAGA actions; (iv) Plaintiff's Counsel from meeting any fiduciary duties owed to Plaintiff or other Aggrieved Employees; (v) Plaintiff's Counsel from communicating with Plaintiff or providing Plaintiff with legal representation; or (vi) Plaintiff's Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing settlement.

10.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, settlement negotiations, or in connection with the 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 rule of court.

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

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

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

To Plaintiff:

MOON LAW GROUP, PC
Kane Moon, Esq.
Allen Feghali, Esq.
Charlotte Mikat-Stevens, Esq.
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

To Defendant:

GREENBERG TRAURIG, LLP
Ryan C. Bykerk, Esq.
18565 Jamboree Road, Suite 500
Irvine, California 92612
E-mail: bykerkr@gtlaw.com

10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign, AdobeSign), or e-mail which for purposes of this Agreement shall be accepted as an original. It is unnecessary for all Parties to sign the same document. 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. Each signatory below warrants and represents s/he is authorized to enter into this Agreement and bind each respective Party hereto.

10.18. Advice of Counsel. The Parties are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of all PAGA claims raised in this Action based upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

10.19. Stay of Litigation. The Parties agree that the Action is stayed pursuant to the Court's Order entered on December 30, 2024, and affirmed on April 29, 2025. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

[Signatures on following page]

AGREED AND UNDERSTOOD BY:

Plaintiff:

Signed by:

22DD348C4A7F46F...

Dated: 1/17/2026 By: ______________________________

Jesse William Soriano

Defendants:

Signed by:

Michael Goldberg

1E25168E5C1B467...

Dated: 01/23/2026 By: ______________________________

On behalf of all Defendants ISP2, Inc.; ISP2 Vacaville, Inc.; ISP2 San Ramon, Inc.; ISP2 Bakersfield, Inc.; ISP2 Bakersfield Marketplace, Inc.; ISP2 Burlingame, Inc.; ISP2 Chino, Inc.; ISP2 Danville Inc.; ISP2 Dublin, Inc.; ISP2 Emeryville, Inc.; ISP2 Fountain Valley, Inc.; ISP2 Fresno, Inc.; ISP2 Fresno 2, Inc.; ISP2 Hayward, Inc.; ISP2 Hillsdale, Inc.; ISP2 Long Beach, Inc.; ISP2 Modesto, Inc.; ISP2 Monterey Inc.; ISP2 Mountain View, Inc.; ISP2 Newport Beach, Inc.; ISP2 Northridge, Inc.; ISP2 Oakland Inc.; ISP2 Rockridge, Inc.; ISP2 Sacramento, Inc.; ISP2 Salinas Inc.; ISP2 San Diego, Inc.; ISP2 San Jose D/T Inc.; ISP2 San Luis Obispo, Inc.; ISP2 Santa Clara Inc.; ISP2 Santa Cruz, Inc.; ISP2 Santana Row, Inc.; ISP2 Sap, Inc.; ISP2 Serramonte, Inc.; ISP2 Shattuck, Inc.; ISP2 Skyport, Inc.; ISP2 Stockton, Inc.; ISP2 Stonestown, Inc.; ISP2 Sunnyvale, Inc.; ISP2 The Plant, Inc.; ISP2 The Willows, Inc.; ISP2 Turlock, Inc.; ISP2 Tustin, Inc.; ISP2 Vallejo, Inc.; ISP2 Walnut Creek Inc.; and ISP2 Westgate, Inc.

By: Michael Goldberg [name]

Its: CEO [position]

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: 1/19/2026 MOON LAW GROUP, PC

By: ______________________________

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Defendants' Counsel:

Dated: 1/23/2026 GREENBERG TRAURIG, LLP

By: ______________________________

Ryan C. Bykerk
Attorneys for Defendants

Exhibit A

COURT-APPROVED NOTICE OF PAGA SETTLEMENT

RE: *Jesse William Soriano v. ISP2, Inc., et al.*,
Los Angeles County California Superior Court, Case No. 24STCV32571

TO: All current and former non-exempt, hourly-paid employees who worked for Defendants in California at any time between December 7, 2023, through December 5, 2025.

A settlement (referred to herein as the "Settlement") has been reached in a lawsuit against Defendants ISP2, Inc.; ISP2 Vacaville, Inc.; ISP2 San Ramon, Inc.; ISP2 Bakersfield, Inc.; ISP2 Bakersfield Marketplace, Inc.; ISP2 Burlingame, Inc.; ISP2 Chino, Inc.; ISP2 Danville Inc.; ISP2 Dublin, Inc.; ISP2 Emeryville, Inc.; ISP2 Fountain Valley, Inc.; ISP2 Fresno, Inc.; ISP2 Fresno 2, Inc.; ISP2 Hayward, Inc.; ISP2 Hillsdale, Inc.; ISP2 Long Beach, Inc.; ISP2 Modesto, Inc.; ISP2 Monterey Inc.; ISP2 Mountain View, Inc.; ISP2 Newport Beach, Inc.; ISP2 Northridge, Inc.; ISP2 Oakland Inc.; ISP2 Rockridge, Inc.; ISP2 Sacramento, Inc.; ISP2 Salinas Inc.; ISP2 San Diego, Inc.; ISP2 San Jose D/T Inc.; ISP2 San Luis Obispo, Inc.; ISP2 Santa Clara Inc.; ISP2 Santa Cruz, Inc.; ISP2 Santana Row, Inc.; ISP2 SAP, Inc.; ISP2 Serramonte, Inc.; ISP2 Shattuck, Inc.; ISP2 Skyport, Inc.; ISP2 Stockton, Inc.; ISP2 Stonestown, Inc.; ISP2 Sunnyvale, Inc.; ISP2 The Plant, Inc.; ISP2 The Willows, Inc.; ISP2 Turlock, Inc.; ISP2 Tustin, Inc.; ISP2 Vallejo, Inc.; ISP2 Walnut Creek Inc.; and ISP2 Westgate, Inc. (altogether referred to herein as "Defendants") for civil penalties pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (referred to herein as "PAGA").

The purpose of this Notice is to advise you as to why you are receiving the enclosed check and how your rights are being affected by the Settlement. The Los Angeles Superior Court has approved the Settlement and this Notice. *Read this Notice carefully. Your rights will be affected whether or not you read this Notice. This is not a solicitation by a lawyer and you are not being sued.*

Who is affected by this Settlement?

The Court has designated, for settlement purposes only, the following persons as "Aggrieved Employees": All current and former non-exempt, hourly-paid employees who were employed by Defendants and worked for Defendants in California at any time during the PAGA Release Period. The "PAGA Release Period" is December 7, 2023, through December 5, 2025.

A review of Defendants' business records shows that you are an Aggrieved Employee, and therefore, are entitled to the enclosed check (your "Individual PAGA Payment").[1] The enclosed check constitutes your pro-rata share from the PAGA Penalties allocation: **<<PAGAPaymentAmount>>**. This share was calculated based on the number of pay periods you worked as an Aggrieved Employee during the PAGA Release Period, as determined by a review of Defendants' records: **<<PAGAPayPeriods>>**.

What is this Action and Settlement about?

Plaintiff Jesse William Soriano (referred to herein as "Plaintiff") filed a lawsuit on December 10, 2024, in the Los Angeles California Superior Court, entitled *Jesse William Soriano v. ISP2, Inc., et al.*, Case No. 24STCV32571 (the "Action"). Plaintiff's Action seeks, on behalf of himself, other allegedly Aggrieved Employees, and the State of California, civil penalties pursuant to PAGA for Defendants' alleged violations of the California Labor Code.

Defendants vehemently deny any and all wrongdoing and liability. Defendants contend they conducted business and compensated employees consistent with the laws of the State of California. Defendants contend they have no liability for any of claims under any statute, wage order, common law, or equitable theory. Plaintiff maintains his allegations have merit. Nonetheless, both sides have agreed to settle in recognition of the substantial risks, duration, and costs associated with continued litigation. The PAGA Settlement is not an admission of liability on the part of Defendants, nor is it an admission on the part of Plaintiff that his claims do not have merit.

The Settlement fully resolves Plaintiff's alleged claims in the Action for failure to pay minimum and overtime wages, failure to provide meal periods or rest periods, failure to indemnify necessary business expenses, failure to timely pay final wages, and failure to provide accurate itemized wage statements.

[1] One hundred percent (100%) of your Individual PAGA Payment will be considered penalties for tax reporting purposes. Your Individual PAGA Payment will be reported to the appropriate tax authorities on an IRS 1099 Form, and may be subject to local, state, or federal tax withholdings. You should discuss with your own tax advisors as to the tax consequences, if any, of your Individual PAGA Payment. Neither the Parties nor their attorneys have made any representations or warranties regarding the taxation of your Individual PAGA Payment.

What claims are released under the Settlement?

Upon entry of the Court's order approving the Settlement and Defendants' full funding of the Gross Settlement Amount, the following PAGA claims have been released:

> The "Released PAGA Claims": all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for civil penalties pursuant to the California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, that were alleged, or reasonably could have been alleged based on the PAGA Release Period facts stated, in Plaintiff's PAGA Notice to the LWDA and in Plaintiff's operative First Amended Class and Representative Action Complaint including but not limited to: (1) failure to pay minimum wages (Lab. Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to pay overtime compensation (Lab. Code §§ 204, 210, 510, 558, 1194, 1197, 1197.1, and 1198); (3) failure to provide meal periods (Lab. Code §§ 210, 226.7, 512, and 558); (4) failure to authorize and permit rest breaks (Lab. Code §§ 210, 226.7, 512, and 558); (5) failure to indemnify necessary business expenses (Lab. Code § 2802); (6) failure to timely pay final wages at termination, including but not limited to failure to pay all accrued vacation at termination (Lab. Code §§ 201-203, and 227.3); (7) failure to provide accurate itemized wage statements (Lab. Code §§ 226, 226.3); (8) failure to maintain accurate record of hours worked and meal periods (Lab. Code §§ 1174 and 1174.5); (9) failure to pay all earned wages twice a month (Lab. Code §§ 204, 210); and any other claims for restitution or equitable relief, statutory penalties available for any of the foregoing, and attorneys' fees and costs ("Released PAGA Claims"). The Released PAGA Claims exclude any claims for penalties under PAGA arising outside the PAGA Release Period.
>
> The "Released Parties": Defendants and each direct or indirect subsidiary, parent, or affiliate thereof (whether by common ownership, management, control or otherwise), and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, managers, insurers, parents, and any of their respective directors, officers, agents, or employees.

The Settlement does not release any other claims you may have against the Released Parties.

What if I lose my check?

Your Individual PAGA Payment check will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance, as stated on your check (the "Void Date"). If you do not cash your check before the Void Date, the Settlement Administrator will cancel your check and transmit those funds to the California State Controller's Unclaimed Property Fund to be held in your name. To obtain your funds from the Unclaimed Property Fund, please consult: https://www.sco.ca.gov/search_upd.html.

If your check or tax form is lost or misplaced, you should contact the Settlement Administrator to request a replacement at the following contact:

<<Administrator Name>>
<<Address>>
<<Address>>
<<Tel. Number>>

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.