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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANGEL MEN CHAN an individual and on behalf of all others similarly situated, Plaintiff, v. PANERA, LLC., a Delaware limited liability company and BEVERLY NGUYEN, an individual; and DOES 1 through 100, inclusive Defendants.	CASE NO.: 23STCV09024 *Related case No.: 23STCV21531* **CLASS AND PAGA SETTLEMENT AGREEMENT** Action Filed: April 21, 2023 Trial Date: None Set

This Class Action and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement") is made by and between Plaintiff ANGEL MEN CHAN ("Plaintiff") and Defendant PANERA, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. The "Class Action" means Plaintiff's lawsuit alleging wage and hour violations, against Defendant, captioned *Chan v. Panera LLC, et al.,* Case No. 23STCV09024, initiated on April 21, 2023, and currently pending in the Superior Court of the State of California, County of Los Angeles. The "PAGA Action" means the related lawsuit wherein Plaintiff alleges civil penalties under California Private Attorneys' General Act of 2004, California Labor Code § 2698 et seq., against Defendant, captioned *Chan v. Panera LLC, et al.,* Case No. 23STCV21531, initiated on October 21, 2023, and pending in Superior Court of the State of California, County of Los Angeles. The Class Action and PAGA Action are collectively referred to as the "Actions."

1.2. "Administrator" means Apex Class Action, LLC, the neutral entity Plaintiff has selected to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its actual and direct fees and expenses reasonably incurred for administering this Settlement in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employees" means all individuals who performed work in any non-exempt position for Defendant at any time from April 21, 2022 through October 22, 2024 (the "PAGA Period") in the State of California.

1.5. "Class" or "Settlement Class" means all individuals who performed work in any non-exempt position for Defendant at any time from April 21, 2019 through October 22, 2024 (the "Class Period") in the State of California.

1.6. "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. "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 Actions.

1.8. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last four digits of the last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "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).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member's 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, if necessary.

1.11. "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 and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from April 21, 2019 through October 22, 2024.

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

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

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

1.16. "Defendant" means named Defendant Panera, LLC.

1.17. "Defense Counsel" means Marc P. Miles and Laura M. Booth from Shook,

Hardy & Bacon, LLP.

1.18. "Effective Date" means the latter of the following dates: (a) the Court has held a final approval hearing and entered a Final Approval Order and Judgement certifying the Settlement Class and approving the Settlement; and (b) the latter of the following events: (i) 65 calendar days following notice of entry of the Court's Final Approval order, assuming no appeal or request for review is filed; or (ii) if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within 65 calendar days following notice of entry of the Court's Final Approval Order, then 30 calendar days after when any appeal, writ, or other appellate proceeding opposing the settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement and entering a Judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent mutual agreement of the Parties or order of the Court.

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

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

1.22. "Gross Settlement Amount" means $6,000,000.00 (Six Million Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all applicable employer payroll taxes including the employer FICA, FUTA, and SDI contributions owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Payment, and Administrator's Expenses.

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 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

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

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties the Parties have agreed to have paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. In the event that the Court reduces the Class Counsel Fees, Class Counsel Litigation Expenses, Administration Expenses, or either increases or decreases the PAGA Penalties, the Net Settlement Amount shall be increased or decreased accordingly. 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 Class by sending the Administrator a valid and timely Request for Exclusion.

1.30. "Operative Complaint" means the First Amended Complaint to be filed in the Class Action incorporating the PAGA claims from the PAGA Action.

1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.32. "PAGA Period" means the period from April 21, 2022 through October 22, 2024.

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

1.34. "PAGA Notice" means Plaintiff's October 21, 2023, letter to Defendant and the LWDA,

providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($500,000.00), allocated 25% to the Aggrieved Employees ($125,000) and 75% to the LWDA ($375,000.00) in settlement of PAGA claims.

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

1.37. "Plaintiff," "Named Plaintiff," or "Class Representative" means ANGEL MEN CHAN, the named Plaintiff in the Actions.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the judicial Order to be entered by the Court granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraphs 5.3. 5.4 and 5.5 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.6 below.

1.42. "Released Parties" means: Defendant Panera, LLC, including each of its past, present, and future parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, and assigns, as well as their respective past, present, and future owners, officers, directors, employees, managers, agents, principals, representatives, administrators, accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities, and Beverly Nguyen including her heirs, spouses, domestic partners, children, estates, trusts, successors, beneficiaries, executors, administrators, trustees, conservators, guardians, assigns and representatives.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement Class signed by the Class Member, postmarked on or before the Response Deadline in the address set forth in the Notice. Requests for Exclusion must: (1) contain

the name, address, telephone number, last four digits, of the Class Member's Social Security Number, and the signature of the Class Member requesting exclusion; (2) clearly state that the Class Member does not wish to be included in the Settlement; (3) be returned by mail to the Settlement Administrator at the specified address; and, (4) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Request for Exclusion will be timely only if made in accordance with the terms set forth herein and postmarked by the Response Deadline. The Administrator shall provide any Requests for Exclusion to Class Counsel and Defendant's counsel within three (3) business days of receipt, and the Administrator shall attach the same to its declaration of due diligence it filed with the Court prior to the final approval hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Class Claims. Any Class Member who does not request exclusion from the Settlement, regardless of whether they cash their settlement check, will be bound by the terms of the Settlement, including those pertaining to Released Class Claims, Released Parties, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement. Aggrieved Employees will receive their share of the PAGA Settlement Payment and will be deemed to have released the PAGA Released Claims regardless of whether they opt-out from the settlement of Class Claims. Aggrieved Employees may not opt out or otherwise request exclusion from the settlement of PAGA Claims. Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all Class Members are bound by the Court's resolution of that Claim. Plaintiff shall serve a notice of settlement on the LWDA at or before the time Plaintiff files the motion for preliminary approval.

1.44. "Response Deadline" means forty-five (45) calendar days after the Administrator initially

mails Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired. The Response Deadline may be extended only as expressly described herein.

1.45. "Settlement" means the disposition of the Class Action and PAGA Action effected by this Agreement and the Final Order and Judgment.

1.46. "Workweek" means any week during which a Class Member was employed by Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On April 21, 2023, Plaintiff filed the putative Class Action complaint against Panera, LLC and Beverly Nguyen in the Superior Court of California, County of Los Angeles, Case No. 23STCV09024 alleging the following causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; and (9) Unfair Competition. In the Class Action, Plaintiff seeks to represent a class of all current and former non-exempt employees who worked for Panera, LLC at any time during the Class Period.

2.2. On October 21, 2023, Plaintiff filed the PAGA Action under the Private Attorneys General Act of 2004 ("PAGA") against Defendant Panera, LLC in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV21531, asserting claims under California Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699.

2.3. 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, 129-130 ("*Dunk/Kullar*").

2.4. In April 2024, the Parties participated in a mediation presided over by Mr. Michael Dickstein. The Parties did not reach a resolution. On November 22, 2024, the Parties participated in a second all-day mediation, also presided over by Mr. Dickstein which led to the Parties reaching an agreement to settle the Actions.

2.5. As part of the Settlement, the Parties agreed to stipulate to Plaintiff filing a First Amended Complaint in the Class Action to add all claims alleged in the PAGA Action, and thereafter dismiss the PAGA Action without prejudice, thereby effectively consolidating the Class Action and the PAGA Action.

2.6. The Court has not granted class certification. Solely for purposes of settling the Class Action as set forth in this Agreement, Defendant will stipulate and agree that the Class Members described herein who do not Request Exclusion from the Settlement Class may be conditionally certified as a Settlement Class and that the Aggrieved Employees are appropriate for representative treatment is and the foregoing is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in the Actions or any other lawsuit except for the sole purposes of enforcing this Agreement.

2.7. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in the Class Action or in any other lawsuit. Defendant expressly reserves its right to oppose class certification, representative treatment, and the substantive merits of these Actions and/or the Operative Complaint, and move to re-assert arbitration proceedings, should Final Approval or the Effective Date not occur for any reason.

2.8. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Actions and/or the Operative Complaint, and Defendant further denies that, for any purpose other than settling these Actions, the Actions are appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and the Class Members have been paid proper wages, have been provided

compliant meal periods, have been provided compliant rest periods, have been paid timely wages upon separation from employment, and have been provided with accurate itemized wage statements. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendant contends that it has complied at all times with the California Business and Professions Code.

2.9. 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 other than the following two matters:

a. *Selene Ramirez v. Panera, LLC*, filed in the Superior Court of California, County of San Joaquin, on July 3, 3024, Case No. STK-CV-2024-7855 asserting the following causes of action: (1) Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198; (2) Failure to Pay all Wages and Minimum Wages in Violation of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198; (3) Failure to Provide Compliant Meal Periods in Violation of Labor Code sections 226.7, 512, 516 and 1198; (4) Failure to Provide Compliant Rest Breaks in Violation of Labor Code sections 226.7, 516, and 1198; (5) Failure to Reimburse Business Expenses in Violation of Labor Code section 2802; (6) Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code section 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code 1174.5; and (7) Violations of Business & Professions Code section 17200, *et seq*., all of which are completely subsumed by the Chan Class Action, and the matter of *Selene Ramirez v. Panera, LLC* filed in the Los Angeles Superior Court, on January 2, 2025, Case No. 25STCV00178, asserting Civil Penalties Pursuant to PAGA Labor Code sections 2698, *et seq*., all of which are subsumed by the Chan PAGA Action; and

b. *Jared Waggoner v. Panera, LLC, Panera Bread Company, et al.*, filed in the Superior Court of California, County of Riverside, on January 23, 2025, Case No. CVRI2500338, asserting the following causes of action: (1) Failure to Pay the Legal Minimum Wage (Labor Code sections 218, 1194, 1197, 1182.11, 1182.12; IWC Wage Order(s)); (2) Failure to Timely Pay Earned Wages (Labor Code sections 204 and 210); (3) Failure to Provide Meal and Rest

Periods (Labor Code sections 512, 226.7; IWC Wage Order(s)); (4) Failure to Provide Accurate Itemized Wage Statements (Labor code section 226.2; OWC Wage Order(s)); (5) Failure to Pay All Earned and Unpaid Wages Upon Discharge or Resignation, Waiting Time Penalties (Labor Code sections 201-203; IWC Wage Order(s)); and (6) Unfair Business Practices (Bus. & Prof. Code, all of which are subsumed by the Chan Class Action.

3. MONETARY TERMS

3.1. Gross Settlement Amount. In consideration for settlement of the Actions and the Release described in Paragraph 5 and its subparts herein, Defendant promises to pay $6,000,000.00 as the maximum Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, 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 4.3 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.

3.2. Non-reversionary Settlement. None of the Gross Settlement Amount will revert to Defendant. Settlement Class Members who do not submit timely and valid Requests for Exclusion are entitled to 100% of the Net Settlement Amount. Distributions, in the form of Settlement Class Payments to Settlement Class Members, will be made directly to each Settlement Class Member. If there are timely submitted Requests for Exclusion, the Administrator shall proportionately increase the individual Settlement Class Payment for each Settlement Class Member so that the amount distributed to Settlement Class Members equals 100% of the Net Settlement Amount.

3.3. 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:

3.3.1. To Plaintiff: Class Representative Enhancement Payment to Plaintiff Chan in the amount of $7,500.00, in addition to any Individual Class Payment and any Individual

PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. Plaintiff shall not request exclusion from or object to the Settlement. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, Plaintiff shall not have the right to revoke this Agreement, and the Administrator will retain the remainder in the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payment. The Administrator will pay the Class Representative Enhancement Payment and will issue IRS Form 1099 to Plaintiff. Plaintiff assumes full responsibility and liability for any applicable employee taxes owed on the Class Representative Enhancement Payment. Plaintiff will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. In exchange for the Class Representative Enhancement Payment, Plaintiff hereby agrees to the Release set forth in Paragraph 5 and its subparts herein, agrees not to publicize the Settlement beyond what is required or expressly approved by the Court, as described in Paragraph 12.2, herein. In the event of any appeal of the amount of the Class Representative Enhancement Payment (if any) approved by the Court, if, after the exhaustion of any such appellate review, there are additional amounts not awarded to Plaintiff, such amounts shall be added to the Net Settlement Amount to be distributed to the Settlement Class Members.

3.3.2. To Class Counsel: In consideration for the settlement of the Actions and the Release described in Paragraph 5 and its subparts herein, Defendant will not oppose Class Counsel's application to the Court for a Class Counsel Fees Payment of not more than thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be $2,100,000.00

and a Class Counsel Litigation Expenses Payment of not more than $100,000.00. Defendants will not oppose requests for these payments. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Plaintiff and/or Class Counsel shall file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. The ultimate amount of any award of attorney's fees and litigation costs is to be determined by the Court, and Defendant is not agreeing to pay any specific amount(s) other than the amount(s) awarded by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no obligation to pay Class Counsel or any other Plaintiff's counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.3.3. To the Administrator: An Administrator Expenses Payment not to exceed

$96,990.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $96,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.4. 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 as calculated by the Administrator using the Class List and Data provided by Defendant. The Class Payments will be paid out of the Net Settlement Amount.

3.3.4.1. *Tax Allocation of Individual Class Payments*. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims subject to all applicable federal, state and local withholdings (the "Wage Portion"). The Administrator will issue to each Participating Class Member an IRS W-2 Form and comparable state forms with respect to the Wage Portions . The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties from which no taxes will be withheld (the "Non-Wage Portion"). The Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the portion allocated to settlement of claims for civil penalties, interest and other non-wage claims. Participating Class Members assume full responsibility and liability for any employee taxes owed on any payments received in connection with the Settlement.

3.3.4.2. *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.

3.3.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

$500,000.00 to be paid from the Gross Settlement Amount, with 75% ($370,000.00) allocated to the LWDA PAGA Payment and 25% ($125,000.00) allocated to the Individual PAGA Payments. The PAGA Payment will be paid out of the Net Settlement Amount.

3.3.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($125,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.5.2. 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 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 18,363 Class Members who collectively worked a total of no more than 997,857 Workweeks, and 9,741 Aggrieved Employees who worked a total of 250,548 PAGA Pay Periods.

4.2. Class Data. Not later than 7 calendar 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 Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data 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.

4.3. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED; (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, THEIR, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADIVSOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSCTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4.4. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement

Amount by transmitting the funds into an account created by the Administrator, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as calculated by the Administrator, no later than fourteen (14) business days after the Effective Date. Upon Defendant's transfer of the Gross Settlement Amount and its share of employer payroll taxes, Defendant, the Released Parties and Defendant's Counsel shall have no further monetary liability or financial responsibility to Class Counsel, Plaintiff, Class Members, Administrator or any vendors or third parties employed by Plaintiff, Class Counsel, and/or the Administrator in connection with the Actions. Defendant shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement.

4.5. Within 7 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail each Class Member their share of the Settlement for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Enhancement Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.5.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered except as provided in section 4.5.2 below). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned

undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment in each installment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 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. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Class Member notifies the Administrator that he/she/they believe that a settlement check has been lost or stolen, the Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Administrator will issue a replacement check. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and is uncashed, requested by the Class Member prior to the void date.

4.5.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed Property Fund.

4.5.4. 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. Rather, it is the Parties' intention that this Agreement will

not affect any rights, contributions, or amounts to which any Class Member or PAGA Employee may be entitled (if any) under any benefit plans, and that the Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

4.6. All Settlement Class Payments to individual Class Members and PAGA Settlement Payments to individual Aggrieved Employees shall be deemed to be paid to such Class Members and Aggrieved Employees solely in the year in which such payments actually are received by the Class Members and Aggrieved Employees.

4.7. Disputes Regarding Class Data. Class Members may dispute their Workweeks and/or PAGA Pay Periods if they feel they were employed more workweeks in the Class Period and/or PAGA Pay Periods in California than Defendant's records show by timely submitting evidence to the Administrator. Each Class Member is responsible for maintaining a copy of any documents sent to the Administrator and a record of proof of mailing. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks and/or PAGA Pay Periods and estimated share of the Net Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision, subject to Court approval. Class Members will have until the Response Deadline to dispute Workweeks and/or PAGA Pay Periods. Information and documents submitted after the expiration of the Response Deadline will not be considered by the Administrator, unless otherwise agreed to by the Parties. In the event that the Administrator increases the number of Workweeks and/or PAGA Pay Periods for any Class Member, then the Administrator will recalculate each Class Member's share of the Net Settlement Amount; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, domestic partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, forever completely release and discharge Released Parties from all claims, charges, liabilities, transactions, obligations, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including for back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorney's fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendant or the renumeration for or termination of such employment (collectively, the ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period, or any other claim which cannot be legally waived. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2. Plaintiff hereby agrees not to bring or participate in any class or collective action against Defendant or any Released Party that asserts, in whole or in part, any claims that arose before she signed this Agreement, whether or not such claims (if brought by her individually) are released by this Agreement. Nothing in this Agreement prevents Plaintiff from reporting possible violations of federal or state law or regulation to the government, including but not limited to the

EEOC, Department of Justice, Securities and Exchange Commission, Congress, and any agency inspector general, or filing a charge with or participating in an investigation or proceeding conducted by the EEOC or a comparable state or local agency (collectively, any such activity shall be referred to as a "Government Report"). However, by signing this Agreement, Plaintiff understands and agrees that she is waiving the right to receive any award of monetary or other benefits or any other legal or equitable relief whatsoever, including but not limited to payment for attorney's fees, costs or disbursements, resulting from any such proceeding by Plaintiff, anyone else on her behalf, or otherwise, unless this Agreement is invalidated. Plaintiff agrees to waive such personal relief even if it is sought on her behalf by an agency, a governmental authority, or a person claiming to represent her and/or any member of a class.

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

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

5.3 Release of Class Claims. Upon the Effective Date of this Settlement, Plaintiff and each Class Member, for themselves and their respective former and present spouses, domestic partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns will fully and finally forever release and discharge Defendant and all Released Parties from the Released Class Claims including any and all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the Operative Complaint, including but not limited to claims for: (i) failure to pay overtime wages in violation of Labor Code §§ 226.2, 510, 1194 and 1199; (ii) failure to pay minimum wages in

violation of Labor Code §§ 218.6, 1194, 1194.2, 1197 and 1199 and C.C.P. §§ 1021.5 and 1032; (iii) failure to authorize and provide meal periods in violation of Labor Code §§ 226.7 and 512; (iv) failure to authorize and permit rest breaks in violation of Labor Code §§ 226 and 226.7; (v) failure to timely pay final wages at termination in violation of Labor Code §§ 201-203 and 218.6; (vi) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (vii) failure to pay timely wages during employment in violation of Labor Code §§ 204, 210, and 218.6; (viii) failure to indemnify necessary business expenses in violation of Labor Code §§ 2802; and (ix) unfair business practices in violation of Cal. Business & Professions Code §§ 17200 arising from the Labor Code violations at issue in the operative pleading in the Class Action (collectively, the "Released Claims"). The Released Claims include all types of relief available for the Released Claims, including without limitation any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any such Released Claims if raised in the future. Each Class Member will be deemed to have made this Release as if by manually signing it. The Notice will advise all Class Members of the binding nature of this Release and such Notice shall have the same force and effect as if the Agreement were executed by each Settlement Class Member.

5.4 Binding Effect on Class Members. Except for those Class Members who timely submit a Request for Exclusion as set forth in Paragraph 7.5 herein, all Class Members will: (i) be deemed to be Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the Release set forth herein, regardless of whether they cash, deposit or negotiate their settlement checks within the 180-day period; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

5.5 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social

security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.6 Release of PAGA Claims: Upon the Effective Date of this Settlement, Plaintiff, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, and each PAGA Employee, for themselves and their respective former and present spouses, domestic partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns forever completely release and discharge the Released Parties from any and all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period which were pled or which could have been pled based on the factual allegations contained in the PAGA Notice submitted by Plaintiff on October 21, 2023 and the Operative Complaint for any relief available under PAGA in connection with said claims, including, without limitation, for civil penalties, attorney's fees and costs. Each PAGA Employee and the LWDA will be deemed to have made this Release as if by manually signing it, whether they timely submit a Request for Exclusion from the Settlement Class or not. The Notice will advise all Aggrieved Employees of the binding nature of this Release and such Notice shall have the same force and effect as if the Agreement were executed by each Aggrieved Employee. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released PAGA Claim. The Release of PAGA Released Claims will therefore be binding upon all Aggrieved Employees, regardless of whether they cash, deposit, or negotiate their settlement checks within the 180-day period.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Within 7 calendar days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres

Recipient.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for 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.

6.4. 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 and conferring, 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 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. Plaintiff has selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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 ("QSF") under U.S. Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class United States Postal Service ("USPS") mail no later than 14 calendar days after receiving the Class Data. The Notice shall be translated into Spanish so that Spanish and English language versions of the Notice are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Administrator to forward the Notices to the Class Members.

7.4.2. 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 Pay Periods in the Class Data.

7.4.3. 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.

7.4.4. 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.

7.4.5. It will be conclusively presumed that if an envelope has not been returned within thirty (30) calendar days of the mailing, that the Class Member received the Notice.

7.4.6. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 calendar days beyond the 45 calendar 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.

7.4.7. 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 Data and should have received Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class

Notice requiring them to exercise options under this Agreement not later than 15 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 15 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative, signed by the Class Member, that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, signature, the last four digits of their Social Security Number, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3, 5.4 and 5.5 of this Agreement, regardless 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 5.6 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 15 calendar 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 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 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the Class Action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Enhancement Payment. Aggrieved Employees may not object to the Settlement with respect to the PAGA Claims.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 calendar days after the Administrator's mailing of the Class Notice (plus an additional 15 calendar days for Class Members whose Class Notice was re-mailed). The written objection should contain sufficient information to confirm the identity of the Objecting Class Member and the basis of the objection, including (1) the full name of the Objecting Class Member; (2) the signature of the Objecting Class Member; (3) the grounds for the objection, as well as any documentation or evidence in support thereof; and (4) if the Objecting Class Member is represented by counsel, the name and address of his/her/their counsel. Any objection must be postmarked within the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Any Class Member who files an objection remains eligible to receive his/her/their share of the Settlement Class Payment. If a Class Member timely submits both an objection and a Request for Exclusion, the objection will be considered invalid. Neither Plaintiff nor Defendant shall be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement.

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

7.7.4. Failure to Object. Any Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making objections (whether at the Final Approval hearing, by appeal, or otherwise) to the Settlement. If the Objecting Class Member does not formally intervene in the action or move to set aside any judgment and/or the Court rejects the Objecting Class Member's objection, the Objecting Class Member will still be bound by the terms of this Agreement and waives any and all rights to appeal from the Judgment, including all

rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

7.7.5. Responses to Objections. Class Counsel and Defense Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify) before the Final Approval Hearing, file responses to any written objections submitted to the Court.

7.7.6. Opt-In to Release Under Fair Labor Standards Act. Class Members will be advised that they will opt into a settlement of claims for unpaid compensation under the Fair Labor Standards Act ("FLSA") by cashing, depositing, or otherwise negotiating the check for their Settlement Class Payment. This will be set forth in the Notice.

7.8. Administrator Duties. Subject to the Court's approval, Plaintiff has selected Apex Class Action, LLC to perform the duties of Administrator. 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 including mailing the Notice in English and Spanish to the Class Members, independently reviewing and verifying documentation associated with any Requests for Exclusion and objections, resolving any disputes regarding the calculation or application of the formula for determining each Class Member's Settlement Payment, establishing QSF, drafting and mailing the settlement checks to Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities, due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders. The Administrator shall also be responsible for: (a) calculating each Class Member's Settlement Payment and withholding from the same; (b) remitting to applicable government agencies sufficient amounts, if any, as may be owed by Class Members for applicable employee taxes; (c) calculating the employer's share of payroll taxes due; (d) remitting such payroll taxes to the appropriate taxing authorities; (e) issuing to Plaintiff, Class Members and Class Counsel any Forms W-2, Forms 1099 and/or other tax forms as may be required by law for all amounts paid pursuant to this Agreement; (f) setting up all necessary tax accounts; (g) preparing and sending all tax notices, and (h) forwarding all payroll taxes, notices, and penalties to the appropriate

government authorities.

7.8.1. The Administrator will provide the following information for the Class Members and Aggrieved Employees in the Notice including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, and information regarding the Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Enhancement Payment, the Final Approval and the Judgment.

7.8.2. The Administrator will independently review the Workweeks attributed to each Class Member and PAGA Pay Periods attributed to each Aggrieved Employee, and will calculate the estimated amounts due to each Class Member and each Aggrieved Employee, as well as the actual amounts due to each Class Member in accordance with this Settlement. The Administrator shall report, in summary or narrative form, the substance of its findings.

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

7.8.4. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for

Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.6. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), 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.

7.8.7. Final Report by Settlement Administrator. Within 10 calendar 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 7 calendar 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.

7.8.8. Any and all disputes relating to the Administrator's performance of its duties shall

be referred to the Court, if necessary, which will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention.

7.8.9. Without prejudice to any other remedies, the Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Administrator or its agents.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of October 22, 2024, (1) there are 18,363 Class Members and no more than 997,857 Total Workweeks during the Class Period, and (2) there are 9,741 Aggrieved Employees who worked 250,548 Pay Periods during the PAGA Period.

8.1 Increase in Workweeks. Defendant represents that there are no more than 997,857 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or an additional 99,785 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 1,097,732 (997,857 + 99,785) multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 997,857. The Parties agree that the Workweek Value amounts to, and the settlement amounts to, $6.01 per Workweek ($6,000,000 / 997,857 Workweeks). Thus, for example, should there be 1,100,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $13,630.68. ((1,100,000 Workweeks – 1,047,749 Workweeks) x $6.01/Workweek.)).

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for

final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to

post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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 Enhancement Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

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

11. NULLIFICATION AND TERMINATION

11.1 This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of the Class Representative Enhancement Payment; (c) the Court should for any reason fail to enter the Final Judgment; (d) the Final Judgment is reversed, modified, or declared or rendered void; or (e) the Effective Date does not occur for any reason. Notwithstanding, the Parties agree to cooperate in addressing all Court concerns, including, but not limited to, amending this Agreement as is

mutually acceptable to the Parties. Should the Parties disagree on addressing the Court's concerns, the Parties agree that they shall seek guidance from the mediator, Michael Dickstein.

11.2 At Defendant's sole discretion, it shall have the right to withdraw from or rescind the Settlement Agreement at any time prior to Final Approval if: (a) 5% or more of all Class Members submit valid and timely Requests for Exclusion, provided that Defendant exercises this right of rescission, in writing, to Class Counsel within fifteen (15) calendar days after time period for Class Members to opt-out has closed and the Administrator notifies the Parties of the total number of Requests for Exclusion; (b) the Settlement is construed by the Court in such a fashion that Defendant would be required to pay more than the Gross Settlement Amount, as escalated pursuant to this Agreement; (c) the Court does not approve the Settlement despite the Parties best efforts to effectuate that approval; (d) the Court does not certify the Settlement Class, does not certify a class releasing the claims set forth herein, or otherwise makes an order inconsistent with any of the terms of the Settlement Agreement; (e) Plaintiff or Class Counsel breach any term in the Settlement Agreement, or (f) the LWDA or any other state or governmental agency seeks to intervene or commences an enforcement action. In the event Defendant withdraws, rescinds, or terminates the Settlement Agreement, Defendant shall be responsible for any costs incurred by the Administrator for the settlement administration.

11.3 The Parties enter into this Agreement on a conditional basis. If the Court does not enter the Final Approval Order and Judgment or the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio*, and shall be of no force or effect whatsoever, the Parties shall be returned to their respective positions as if no settlement had been contemplated, and no party may use the fact that the Parties agreed to settle, or the terms provided herein as an admission, as evidence, or for any other purpose, including, without limitation, to prove any liability or the amount of any sum allegedly owed by any party.

11.4 In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice,

as if the Settlement had been neither entered into nor filed with the Court. Plaintiff and Class Counsel agree that Defendant retains and reserves all rights to challenge all causes of action alleged in the Actions upon all procedural and factual grounds, as well as asserting any and all other potential defenses and/or privileges.

11.5 If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

11.6 If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions or 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 Actions or Operative Complaint 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, and Defendant reserves all available defenses to the claims in the Actions and Operative Complaint, 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 Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality and Publicity. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person

to disclose, disseminate or publicize, any of the terms, conditions and/or details of the Settlement or the Agreement directly or indirectly, the negotiations leading up to the Settlement and/or the amount paid in the Settlement unless compelled to do so by law except to effectuate the Settlement, to ensure approval of the Settlement and/or in communication with the Class Members, except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. From and after the filing of the Motion for Preliminary Approval of the Settlement, in regard to any communication concerning the status, resolution and/or settlement of the Actions, Plaintiff and Class Counsel, and each of them shall not make any statement about the Class Action Complaint, the PAGA Action Complaint, the Operative Complaint, the Settlement, the Class Action and/or the PAGA Action in the media or in any public forum (live or recorded), including but not limited to print, video, television, radio or Internet, in any fashion that would identify Defendant, except to correct any misstatements that may otherwise be published or to state that the Actions and/or Operative Complaint have been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with the Class Members regarding the Settlement and identifying the Settlement for purposes of demonstrating adequacy as Class Counsel, among others. Each Party agrees to immediately notify the other Party via email to their respective counsel of record (for Plaintiff: David Bibiyan david@tomorrowlaw.com and Vedang J. Patel vedang@tomorrowlaw.com; for Defendant: Laura Booth lbooth@shb.com) of any judicial or agency order, inquiry or subpoena seeking information.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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.

12.7. 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.

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

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

agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

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

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

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

12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

12.16. 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.

12.17. 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.

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

12.19. 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 Settlement Class, 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:

Angel Men Chan (Apr 23, 2025 16:06 PDT)

Plaintiff, ANGEL MEN CHAN

For Defendant, PANERA, LLC

AGREED AS TO FORM ONLY:

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff

MARC P. MILES
LAURA M. BOOTH
Counsel for Defendants Panera, LLC and Beverly Nguyen

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IT IS SO AGREED:

Angel Men Chan (Apr 23, 2025 16:06 PDT)	Paul Carbone
Plaintiff, ANGEL MEN CHAN	For Defendant, PANERA, LLC
	Paul Carbone, Chief Executive Officer

AGREED AS TO FORM ONLY:

	Laura Booth
DAVID D. BIBIYAN VEDANG J. PATEL Counsel for Plaintiff	MARC P. MILES LAURA M. BOOTH Counsel for Defendants Panera, LLC and Beverly Nguyen