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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 ANGELINA GOMEZ GONZALEZ, individually,
14 and on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 VEGE LABS LLC, a limited liability company;
18 and DOES 1 through 10, inclusive,

19 Defendants.

Case No.: 24STCV13232

Assigned for All Purposes to:
Hon. Theresa M. Traber

20 **CLASS ACTION AND PAGA**
21 **SETTLEMENT AGREEMENT AND**
22 **CLASS NOTICE**

23 Complaint Filed: May 28, 2024
24 FAC Filed: August 8, 2024
25 Trial Date: None Set

1 number, Social Security number, number of Class Period Workweeks and PAGA Pay
2 Periods, and any other information reasonably required by the Settlement Administrator in
3 order to effectuate the terms of the Settlement.

4 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
5 Participating Class Member or Non-Participating Class Member (including a Non-
6 Participating Class Member who qualifies as an Aggrieved Employee).

7 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
8 current Class Member mailing addresses using all reasonably available sources, methods
9 and means including, but not limited to, the National Change of Address database, skip
10 traces, and/or direct contact by the Administrator with Class Members.

11 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed
13 to Class Members in English and Spanish in the form, without material variation, attached
14 as **Exhibit A** and incorporated by reference into this Agreement.

15 1.12. “Class Period” means the period from June 3, 2023 through June 17, 2025, or as modified
16 pursuant to Paragraph 8 of the Agreement, whichever is earliest.

17 1.13. “Class Representative” means the named Plaintiff Angelina Gomez Gonzalez in the
18 operative complaint in the Action seeking Court approval to serve as a Class Representative
19 for settlement purposes only.

20 1.14. “Class Representative Service Payment” means the payment to the Class Representative for
21 initiating the Action and providing services in support of the Action, subject to approval by
22 the Court.

23 1.15. “Court” means the Superior Court of California, County of Los Angeles, overseeing the
24 Action.

25 1.16. “Defendant” means Vege Labs, LLC.

26 1.17. “Defense Counsel” means John A. Haubrich and Anna Rozman of O’HAGAN MEYER
27 LLP.

28 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court

1 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if
3 no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
4 (b) if one or more Participating Class Members objects to the Settlement, the day after the
5 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
6 Judgment is filed, the day after the appellate court affirms the Judgment and issues a
7 remittitur.

8 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

9 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
10 the Settlement.

11 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval
12 of the Settlement.

13 1.22. “Gross Settlement Amount” means **One Hundred Fifty Thousand (\$150,000.00)** which is
14 the total amount Defendant agrees to pay under the Settlement except as provided in
15 Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class
16 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees,
17 Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the
18 Administration Expenses.

19 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net
20 Settlement Amount calculated according to the number of Workweeks worked during the
21 Class Period.

22 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the
23 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
24 the PAGA Period.

25 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

26 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
27 entitled to receive penalties under Labor Code § 2699(i).

28 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under

1 Labor Code § 2699(m).

2 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments
3 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
4 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
6 remainder is to be paid to Participating Class Members as Individual Class Payments.

7 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Class
8 portion of the Settlement by sending the Administrator a valid and timely Request for
9 Exclusion.

10 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
11 worked for Defendant for at least one day during the PAGA Period. Because the
12 Parties understand that Defendant paid the Class Members and Aggrieved
13 Employees on a weekly basis, the PAGA Pay Periods and Class Period Workweeks
14 are expected to be the same. PAGA Pay Periods will be based on hire dates and,
15 where applicable, last dates worked or separation dates, re-hire dates, dates of any
16 periods of leave, and dates of any transition between nonexempt and exempt status.

17 1.31. “PAGA Period” means the period from June 3, 2023 through June 17, 2025, or as modified
18 pursuant to Paragraph 8 of the Agreement, whichever is earliest.

19 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

20 1.33. “PAGA Notice” means Plaintiff’s June 3, 2024 letter to Defendant and the LWDA
21 providing notice pursuant to Labor Code § 2699.3(a).

22 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross
23 Settlement Amount, which will be \$15,000.00, allocated 25% to the Aggrieved Employees
24 (\$3,750.00) and the 75% to the LWDA (\$11,250.00) in settlement of PAGA claims.

25 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
26 timely Request for Exclusion from the Class portion of the Settlement.

27 1.36. “Plaintiff” means Angelina Gomez Gonzalez, the named plaintiff in the Action.

28 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the

1 Settlement, consisting of it preliminarily approving settlement of Class claims and approving
2 settlement of the PAGA claims

3 1.38. “Released Class Claims” means the claims being released by all Participating Class
4 Members as described in Paragraph 5.2 below.

5 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1.2
6 below.

7 1.40. “Released Parties” means: Defendant and its former, present, and future its parents,
8 subsidiaries, affiliated entities, equity sponsors, and related companies/corporations and/or
9 partnerships (specifically including but not limited to Defendant’s registered entities, subject
10 to proof), and each of their respective past, present, and future owners, principals, officers,
11 directors, members, shareholders, managers, agents, trustees, employees, contractors,
12 consultants, attorneys and legal counsel, accountants, insurers, reinsurers, representatives,
13 divisions, partners, joint venturers, predecessors, successors, assigns, actual or alleged joint
14 employers, actual or alleged integrated enterprises, and alter-egos.

15 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be
16 excluded from the Class Settlement signed by the Class Member, pursuant to Section 7.5 of
17 this Agreement.

18 1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class
19 Members and shall be the last date on which Class Members may: (a) fax, email, or mail
20 Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail
21 his or her Objection to the Class portion of the Settlement. Class Members to whom Notice
22 Packets are resent after having been returned undeliverable to the Administrator shall have
23 an additional 14 calendar days beyond the Response Deadline has expired to submit
24 Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the
25 Workweeks allocated to them as a part of the Settlement.

26 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the
27 Judgment.

28 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at

1 least one day, during the Class Period or PAGA Period. Workweeks shall be based on hire
2 dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any
3 periods of leave, and dates of any transition between non-exempt and exempt status.

4 **2. RECITALS.**

5 2.1. On May 28, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles
6 Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194,
7 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay
8 Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4)
9 Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor
10 Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203
11 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to
12 Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair
13 Business Practices). On August 8, 2024, Plaintiff filed a First Amended Complaint, alleging the same claims,
14 and adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First
15 Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant
16 denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply
17 with the laws identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all
18 liability for all of the causes of action alleged.

19 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
20 the LWDA by sending the PAGA Notice on June 3, 2024, a copy of which is attached to this Settlement as

21 **Exhibit B.**

22 2.3. On April 18, 2025, the Parties participated in an all-day mediation presided over by Kelly
23 Knight, Esq. and reached an agreement to settle the Action.

24 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and
25 information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and
26 time records for the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for Court approval
27 set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
28 *Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

1 2.5. The Court has not granted class certification.

2 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
3 other pending class action asserting claims that will be extinguished or affected by the Settlement.

4 **3. MONETARY TERMS.**

5 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
6 promises to pay a maximum of **\$150,000.00** as the Gross Settlement Amount, and to separately pay any and
7 all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has
8 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in
9 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
10 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
11 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
13 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
14 Approval and according to the timing specified in this Settlement Agreement:

15 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
16 more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
17 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
18 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
19 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
20 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
21 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
22 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
23 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
24 Representative Service Payment, and agrees to indemnify Defendant and the Released Parties and
25 hold them harmless for any responsibility, tax, fees, costs, liability, claim, complaint, damages,
26 penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay
27 taxes owed on the Class Representative Service Payment. Defendant also agrees that it shall adopt
28 a neutral reporting policy regarding any future employment references related to Plaintiff.

1 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
2 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$20,000.00.
3 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the
4 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval
5 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
6 Expenses Payment less than the amounts requested, the Administrator will allocate and distribute
7 the remainder as part of the Net Settlement Amount. Released Parties shall have no liability to Class
8 Counsel or any other Plaintiff's Counsel arising from any claim as to any portion of the Class
9 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
10 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
11 appropriate IRS-1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed
12 on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees
13 it will indemnify Defendant and Released Parties and hold them harmless for any responsibility,
14 liability, claim, complaint, damages, penalties, cost, fees, interest or any other actual or potential
15 damages arising from (a) any dispute or controversy regarding any division or sharing of any of
16 these Payments, and (b) any claim or liability for taxes, penalties, fees, costs or interest arising as a
17 result of the Class Counsel Fee Payment and/or Class Counsel Litigation Expense Payment.

18 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,790.00 except
19 upon a showing of good cause and as approved by the Court. To the extent the Administration
20 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
21 retain, and distribute such remainder as part of the Net Settlement Amount. Apex Class Action
22 Administrators has been selected as the Administrator, based upon its "not to exceed" bid of
23 \$4,790.00.

24 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
25 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
26 Class Members during the Class Period and (b) multiplying the result by each Participating Class
27 Member's Workweeks.

28 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating

1 Class Member's Individual Class Payment will be allocated to settlement of
2 wage claims (the "Wage Portion"). The Wage Portion of each Individual
3 Class Payment is subject to tax withholding and will be reported on an IRS
4 W-2 Form. The other 80% of each Participating Class Member's Individual
5 Class Payment will be allocated to settlement of claims for interest and
6 penalties (the "Non-Wage Portion"). The Non-Wage Portion of each
7 Individual Class Payment is not subject to wage withholdings and will be
8 reported on IRS 1099 Forms. Participating Class Members assume full
9 responsibility and liability for any taxes owed on their Individual Class
10 Payments and agree to indemnify Defendant and hold it harmless for any
11 responsibility, liability, claim, complaint, damages, penalties, interest or any
12 other actual or potential damages arising from Participating Class Members'
13 obligations to pay taxes owed on these Payments, and will indemnify and
14 hold harmless Released Parties from any claim or liability for taxes,
15 penalties, fees, or interest arising as a result of the such Individual Class
16 Payments.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
18 Class Payments. Non-Participating Class Members will not receive any
19 Individual Class Payments. The Administrator will retain amounts equal to
20 their Individual Class Payments in the Net Settlement Amount for
21 distribution to Participating Class Members on a pro rata basis.

22 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000.00 be
23 paid from the Gross Settlement Amount, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment
24 and 25% (\$3,750.00) allocated to Individual PAGA Payments.

25 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
26 dividing the amount of the Aggrieved Employees' 25% share of PAGA
27 Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked
28 by all Aggrieved Employees during the PAGA Period and (b) multiplying

1 the result by each Aggrieved Employee's PAGA Period Pay Periods.
2 Aggrieved Employees assume full responsibility and liability for any taxes
3 owed on their Individual PAGA Payments, and will indemnify and hold
4 harmless Defendant and Released Parties from any claim or liability for
5 taxes, penalties, fees, or interest arising as a result of such Individual PAGA
6 Payment

7 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
8 Administrator will allocate the remainder to the Net Settlement Amount. The
9 Administrator will report the Individual PAGA Payments on the appropriate
10 IRS 1099 Forms, and no taxes or withholdings shall be deducted from such
11 payments

12 **4. SETTLEMENT FUNDING AND PAYMENTS.**

13 4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of April 18, 2025, the number
14 of Workweeks worked by the estimated 98 class members during the period from June 3, 2023 to June 17,
15 2025 is estimated to be 5,172. The Parties' understanding is that Pay Periods occurred weekly and have the
16 same definition within this Agreement as Workweeks; as such, the number of Aggrieved Employee Pay
17 Periods is estimated to be 5,172.

18 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of
19 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
20 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in
21 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict
22 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform
23 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel
24 if it discovers that the Class Data omitted class member identifying information and to provide corrected or
25 updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the
26 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel
27 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
28 missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,
2 and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes as to the Wage Portion
3 of the Gross Settlement Amount by transmitting the funds to the Administrator within twenty-eight (28)
4 days of the Effective Date.

5 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
6 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
8 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses
9 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
10 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
11 precede disbursement of Individual Class Payments and Individual PAGA Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class
14 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
15 when the check will be voided, which date shall be one hundred eighty (180) days
16 after the date of mailing. The Administrator will cancel all checks not cashed by the
17 void date. The Administrator will send checks for Individual Settlement Payments
18 to all Participating Class Members (including those for whom Class Notice was
19 returned undelivered). The Administrator will send checks for Individual PAGA
20 Payments to all Aggrieved Employees including Non-Participating Class Members
21 who qualify as Aggrieved Employees (including those for whom Class Notice was
22 returned undelivered). The Administrator may send Participating Class Members a
23 single check combining the Individual Class Payment and the Individual PAGA
24 Payment. Before mailing any checks, the Settlement Administrator must update the
25 recipients’ mailing addresses using the National Change of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
27 Members whose checks are returned undelivered without USPS forwarding address.
28 Within seven (7) days of receiving a returned check the Administrator must re-mail

1 checks to the USPS forwarding address provided or to an address ascertained
2 through the Class Member Address Search. The Administrator need not take further
3 steps to deliver checks to Class Members whose re-mailed checks are returned as
4 undelivered. The Administrator shall promptly send a replacement check to any
5 Class Member whose original check was lost or misplaced, requested by the Class
6 Member prior to the void date.

7 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
8 Payment check is uncashed and cancelled after the void date, the Administrator shall
9 transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no
11 "unpaid residue" subject to the requirements of California Code of Civil Procedure
12 § 384(b).

13 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
14 not obligate Defendant or any of the other Released Parties to confer any additional
15 benefits or make any additional payments to Class Members or Aggrieved
16 Employees (such as 401(k) contributions or bonuses etc.) beyond those specified in
17 this Agreement.

18 **5. RELEASES OF CLAIMS.**

19 As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release
20 claims against all Released Parties as follows:

21 5.1. Plaintiff's Release.

22 5.1.1. Scope of Plaintiff's Release. Plaintiff and her respective former and present spouses,
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns
24 generally, release and discharge Defendant and Released Parties from any and all of
25 the claims, whether known or unknown, suspected or unsuspected, contingent or
26 non-contingent, which now exist, or have existed, upon any theory of law or equity
27 now existing, including, but not limited to, conduct that is negligent, intentional, with
28 or without malice, or a breach of any duty, law or rule, without regard to the

1 subsequent discovery or existence of such different or additional facts. Additionally,
2 Plaintiff releases the Released Parties of all claims, charges, complaints, liens,
3 demands, causes of action, obligations, damages and liabilities, known or suspected,
4 arising from their employment with the Defendant. The released claims include,
5 without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2)
6 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section
7 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6)
8 the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and
9 the United States Constitution; (8) the California Labor Code; (9) the Family and
10 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker
11 Adjustment and Retraining Notification Act; (12) the Employee Retirement Income
12 Security Act; (13) the Immigration Reform and Control Act; (14) the California
13 Business and Professions Code, sections 17200, et seq.; (15) the California
14 Government Code; and (16) the California Wage Orders (collectively “Claim” or
15 “Claims”) which Plaintiff now has, owns or holds, or claims to have, own or hold,
16 or which Plaintiff at any time had, owned or held, or claimed to have, own or hold
17 against Defendant and any of the Released Parties up to and including, as of the final
18 approval of this Settlement Agreement. (Everything released based on the above as
19 well as everything released as part of the Released Class Claims discussed below
20 will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not extend to
21 any claims for vested benefits, unemployment benefits, disability benefits, social
22 security benefits, workers’ compensation benefits that arose at any time. Plaintiff
23 acknowledges that Plaintiff may discover facts or law different from, or in addition
24 to, the facts or law that Plaintiff now knows or believes to be true but agrees,
25 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
26 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

27 5.1.2. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross
28 Settlement Amount, Plaintiff, as agent and proxy of the LWDA, shall fully and

1 finally release and discharge Defendant and Released Parties from any and all claims
2 for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA
3 arising out of the violations alleged in the Action and the PAGA Notice submitted
4 in connection with the Action. This release is limited to claims arising during the
5 PAGA Period.

6 5.1.3. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
7 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
8 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

9 **A general release does not extend to claims that the creditor or**
10 **releasing party does not know or suspect to exist in his or her favor**
11 **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.

12 5.2. Release by Participating Class Members: Upon Approval by the Court and upon funding of
13 the Gross Settlement Amount, all Participating Class Members release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
15 assigns, Defendant and Released Parties from any and all class claims that were alleged, or reasonably could
16 have been alleged, based on the same or substantially similar facts stated in the operative Complaint in the
17 Action, for the duration of the Class Period, including, (1) Failure to Pay All Overtime Wages Owed; (2)
18 Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize
19 and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Timely
20 Pay Final Wages; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition,
21 and for violation of the relevant Wage Orders issued by the Industrial Welfare Commission based on the same
22 or substantially similar facts stated in the Operative Complaint, and any and all related claims for attorneys' fees
23 and costs.

24 5.3. Release by Aggrieved Employees: Upon Approval by the Court and upon funding of the
25 Gross Settlement Amount, all Aggrieved Employees (whether Participating or Non-Participating Class
26 Members) release, behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, Defendant and Released Parties from all claims for
28 PAGA penalties that were alleged, or reasonably could have been alleged, based on the same or substantially

1 similar facts and claims as stated in the operative Complaint in the Action and Plaintiff's PAGA Notice filed
2 with the LWDA on June 3, 2024, for the duration of the PAGA Period, including claims for, (1) Failure to
3 Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal
4 Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage
5 Statements; (6) Failure to Timely Pay Final Wages; (7) Failure to Reimburse Necessary Business
6 Expenditures; and (8) Unfair Competition, and for violation of the relevant Wage Orders issued by the
7 Industrial Welfare Commission based on the same or substantially similar facts stated in the Operative Complaint,
8 and any and all related claims for attorneys' fees and costs.

9 **6. MOTION FOR PRELIMINARY APPROVAL.**

10 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary
11 Approval") that complies with the Court's current checklist for Preliminary Approvals.

12 6.1. Defendant's Declaration in Support of Preliminary Approval. If the Court requests further
13 information regarding Defendant's inability to pay for a settlement that is more than the Gross Settlement
14 Amount, Defendant shall provide a declaration attesting to the reasons for its inability to do so. The
15 declaration shall contain sufficient information for the Court to determine whether the financial discount
16 provided herein is justified. Because funds from uncashed checks will be transmitted to the California
17 Controller's Office, Unclaimed Property Fund, Defendant and Defense Counsel have no obligation to
18 provide declarations disclosing any facts relevant to any actual or potential conflicts with a "cy pres
19 recipient."

20 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
21 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
22 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement
23 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)
24 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
25 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for
26 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for
27 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of
28 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class

1 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
2 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
3 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the
4 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent
5 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
6 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement
7 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class
8 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
9 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected
10 by the Settlement.

11 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
12 expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after
13 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
14 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class
15 Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

16 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
18 Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good
19 faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
20 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
21 expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify
22 the Agreement and otherwise satisfy the Court's concerns.

23 7. SETTLEMENT ADMINISTRATION.

24 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
25 Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex
26 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
27 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they
28 have no interest or relationship, financial or otherwise, with the Administrator other than a professional

1 relationship arising out of prior experiences administering settlements.

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

5 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
6 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7 7.4. Notice to Class Members.

8 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
9 shall notify Class Counsel that the list has been received and state the number of
10 Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the
11 Class Data. If the Escalator Clause under Paragraph 8 is triggered, the Administrator
12 shall notify the Parties at the same time.

13 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
14 (14) days after receiving the Class Data but not before confirming Defendant’s
15 election under Paragraph 8, if applicable, the Administrator will send to all Class
16 Members identified in the Class Data, via first-class United States Postal Service
17 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
18 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
19 prominently estimate the dollar amounts of any Individual Class Payment and/or
20 Individual PAGA Payment payable to the Class Member, and the number of Class
21 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
22 Class Notices, the Administrator shall update Class Member addresses using the
23 National Change of Address database.

24 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
25 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
26 Class Notice using any forwarding address provided by the USPS. If the USPS does
27 not provide a forwarding address, the Administrator shall conduct a Class Member
28 Address Search, and re-mail the Class Notice to the most current address obtained.

1 The Administrator has no obligation to make further attempts to locate or send Class
2 Notice to Class Members whose Class Notice is returned by the USPS a second time.

3 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
4 and/or Pay Periods, and Requests for Exclusion will be extended an additional
5 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
6 for all Class Members whose notice is re-mailed. The Administrator will inform the
7 Class Member of the extended deadline with the re-mailed Class Notice.

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

17 7.5. Requests for Exclusion (Opt-Outs).

18 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class portion
19 of the Settlement must send the Administrator, by fax, email, or mail, a signed
20 written Request for Exclusion not later than sixty (60) days after the Administrator
21 mails the Class Notice or as otherwise extended for re-mailed Class Notices as
22 described herein. A Request for Exclusion is a letter from a Class Member or his/her
23 representative that reasonably communicates the Class Member's election to be
24 excluded from the Class portion of the Settlement and includes the Class Member's
25 name, address and email address or telephone number. To be valid, a Request for
26 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline,
27 subject to extension for remailed Class Notices as described herein.

28 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails

1 to contain all the information specified in the Class Notice. The Administrator shall
2 accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable
5 or otherwise susceptible to challenge. If the Administrator has reason to question
6 the authenticity of a Request for Exclusion, the Administrator may demand
7 additional proof of the Class Member's identity. The Administrator's determination
8 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive any benefits, including an
17 Individual Class Payment under this Agreement, or have the right to object to the
18 class action components of the Settlement. Because future PAGA claims are subject
19 to claim preclusion upon entry of the Judgment, Non-Participating Class Members
20 are eligible for an Individual PAGA Payment.

21 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
22 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class
23 Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods
24 (if any) allocated to the Class Member in the Class Notice. The Class Member may
25 challenge the allocation by communicating with the Administrator via fax, email or mail.
26 The Administrator must encourage the challenging Class Member to submit supporting
27 documentation. In the absence of any contrary documentation, the Administrator is entitled
28 to presume that the Workweeks contained in the Class Notice are correct so long as they are

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

6 7.7. Objections to Settlement.

7 7.7.1. Only Participating Class Members may object to the class action components of the
8 Settlement and/or this Agreement, including contesting the fairness of the
9 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
10 Counsel Litigation Expenses Payment and/or Class Representative Service
11 Payment.

12 7.7.2. Participating Class Members may send written objections to the Administrator, by
13 fax, email, or mail. In the alternative, Participating Class Members may appear in
14 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
15 Approval Hearing. A Participating Class Member who elects to send a written
16 objection to the Administrator must do so not later than the Response Deadline, or
17 as otherwise extended for re-mailed Class Notices as described herein.

18 7.7.3. Non-Participating Class Members have no right to object to any of the class action
19 components of the Settlement.

20 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
21 Employees have no right to object to or intervene in any of the PAGA components
22 of the Settlement.

23 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
24 performed or observed by the Administrator contained in this Agreement or otherwise.

25 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
26 information of interest to Class Members including the date, time and location for
27 the Final Approval Hearing and copies of the Settlement Agreement, the Class
28 Notice, the Final Approval and the Judgment on the Administrator's website. The

1 Administrator will also maintain and monitor an email address and a toll-free
2 telephone number to receive Class Member calls, faxes and emails.

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

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

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

26 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file the
27 Motion for Final Approval of the Settlement, the Administrator will provide to Class
28 Counsel and Defense Counsel, a signed declaration suitable for filing in Court

1 attesting to its due diligence and compliance with all of its obligations under this
2 Agreement, including, but not limited to, its mailing of Class Notice, the Class
3 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate
4 Class Members, the total number of Requests for Exclusion from Settlement it
5 received (both valid or invalid), the number of written objections and attach the
6 Exclusion List. The Administrator will supplement its declaration as needed or
7 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
8 Administrator's declaration(s) in Court.

9 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
10 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
11 will provide Class Counsel and Defense Counsel with a final report detailing its
12 disbursements by employee identification number only of all payments made under
13 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
14 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
15 signed declaration suitable for filing in Court attesting to its disbursement of all
16 payments required under this Agreement. Class Counsel is responsible for filing the
17 Administrator's declaration in Court.

18 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

19 This settlement is based on Defendant's belief that there are approximately 5,172 Workweeks at
20 issue. If the number of verified Workweeks in the Class Period is ten percent (10%) higher than this figure
21 (or 5,690 workweeks worked), Defendant, at its option agrees to either: (a) increase the Gross Settlement
22 Amount by the same percentage above 10% such that it shall be increased by one percent (1%) for every
23 one percent increase in pay periods over the 10% threshold (e.g., if there is a 12% increase in the number of
24 workweeks during the Class Period, Defendant agrees to increase the Gross Settlement Amount by 2%; or
25 (b) agree to shorten and close the Class Period on the date before it would exceed 5,690 workweeks worked
26 by the settlement Class Members so as to eliminate the need to increase the Gross Settlement Amount.
27 Defendant will notify Plaintiff's counsel and the Administrator of its election by no later than seven (7) days
28 of being notified by the Settlement Administrator that the Escalator Clause is triggered and prior to the Class

1 Notice being mailed to the Class Members. To avoid any uncertainty as to the Class and PAGA Period end
2 dates, Defendant and/or the Administrator must verify the total workweek count and confirm the end dates
3 of the Class and PAGA Periods prior to Plaintiff filing a Motion for Preliminary Approval.

4 **9. RIGHT TO WITHDRAW**

5 If 10% or more of the Settlement Class members elect not to participate in the Settlement by
6 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all
7 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects
8 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
9 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
10 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that
11 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10)
12 business days after the Administrator sends the final Exclusion List to the Parties; late elections will have
13 no effect.

14 **10. MOTION FOR FINAL APPROVAL.**

15 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
16 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
17 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
18 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
19 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
20 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
21 concerning the Motion for Final Approval.

22 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
23 Participating Class Member, including the right to file responsive documents in Court no
24 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
25 accepted by the Court.

26 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
27 on any material change to the Settlement (including, but not limited to, the scope of release
28 to be granted by Class Members), the Parties will expeditiously work together in good faith

1 to address the Court's concerns by revising the Agreement as necessary to obtain Final
2 Approval. The Court's decision to award less than the amounts requested for the Class
3 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and/or Administration Expenses Payment shall not constitute a material
5 modification to the Agreement within the meaning of this paragraph.

6 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
7 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
8 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
12 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
13 their respective counsel, and all Participating Class Members who did not object to the
14 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
15 including all rights to post-judgment and appellate proceedings, the right to file motions to
16 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
17 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
18 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
19 will be suspended until such time as the appeal is finally resolved and the Judgment becomes
20 final, except as to matters that do not affect the amount of the Net Settlement Amount.

21 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
23 material modification of this Agreement (including, but not limited to, the scope of release
24 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
25 nevertheless expeditiously work together in good faith to address the appellate court's
26 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
27 additional Administration Expenses reasonably incurred after remittitur. An appellate
28 decision to vacate, reverse, or modify the Court's award of the Class Representative Service

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

4 **11. AMENDED JUDGMENT.**

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

7 **12. ADDITIONAL PROVISIONS.**

8 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
9 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
10 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
11 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should
12 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
13 Defendant is entering into this Agreement due to the cost, time and resources associated with defending the
14 action, the disruption to the business, and the uncertainties of litigation. The Parties agree that class
15 certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court
16 does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
17 contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims
18 in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to
19 contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
20 will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings
21 to enforce or effectuate the Settlement and this Agreement).

22 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
23 the good faith efforts of the Parties pursuant to Paragraphs 6.4, 10.2 and 12.7 of this Agreement, or if the
24 appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise
25 terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to
26 their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the
27 Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class
28 Members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary

1 approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and
2 all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation
3 settlement communications and not subject to disclosure for any purpose in any proceeding.

4 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
6 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
7 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
8 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
9 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
10 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
11 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
12 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
13 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
14 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
15 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding
16 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
17 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
18 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

19 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
21 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
22 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
25 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
26 by any Party.

27 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action

1 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
2 execute any other documents reasonably required to effectuate the terms of this Agreement including any
3 amendments to this Agreement.

4 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
5 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
6 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
7 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
8 to implement the Settlement, or on any modification of the Agreement that may become necessary to
9 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
11 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
12 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
13 discharged by the Parties in this Settlement.

14 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
15 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
16 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
17 or otherwise.

18 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
19 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
20 approved by the Court.

21 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
22 benefit of, the successors of each of the Parties.

23 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the internal laws of the state of California, without regard to
25 conflict of law principles.

26 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
27 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
28 drafter or participated in the drafting.

1 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
3 of this Agreement.

4 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
5 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
6 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
7 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
8 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
9 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all
10 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
11 Defendant.

12 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
13 for convenience of reference only and does not constitute a part of this Agreement.

14 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
15 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
16 legal holiday, such date or deadline shall be on the first business day thereafter.

17 12.18. Notice. All notices, demands or other communications between the Parties in connection
18 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
19 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

20 To Plaintiff:

21 Seung L. Yang
22 seung.yang@thesentinel.com
23 Tiffany Hyun
24 tiffany.hyun@thesentinel.com
25 Jeffrey P. Jackson
26 jeffrey.jackson@thesentinel.com
27 **THE SENTINEL FIRM, APC**
28 355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendant:

1 John Haubrich, Jr.
E-Mail: jhaubrich@ohaganmeyer.com
2 Anna Rozman
E-Mail: arozman@ohaganmeyer.com
3 **O'HAGAN MEYER LLP**
4 550 S Hope St, Ste 2400,
Los Angeles, CA 90071-2618
5 Phone: 213-423-6021
Fax: 213-423-6021

6 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts
7 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted
8 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument
9 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart
10 will be admissible in evidence to prove the existence and contents of this Agreement.

11 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
12 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
13 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
14 under CCP section 583.310 for the entire period of this settlement process.

15
16 **[SIGNATURES ON NEXT PAGE]**
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28

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

Angelina Gomez

4 Dated: 09 / 15 / 2025

By: _____
ANGELINA GOMEZ GONZALEZ

5
6 **Plaintiff's Counsel:**

7 Dated: 09/15/2025

THE SENTINEL FIRM, APC

8
9 By:  _____

10 Seung L. Yang
11 Tiffany Hyun
12 Jeffrey P. Jackson

13 Attorneys for Plaintiff
14 **ANGELINA GOMEZ GONZALEZ**

15 **Defendant:**

16 Dated: _____

VEGE LABS LLC

17 By: _____
18 Print Name

19 _____
20 Signature

21 _____
22 Title

23 **Defendant's Counsel:**

24 Dated: _____

O'HAGAN MEYER LLP

25 By: _____
26 John Haubrich, Jr, Esq.
27 Anna Rozman, Esq.
28 Attorneys for Defendant
VEGE LABS, LLC