

1 Seung Yang (SBN 249857)
seung.yang@thesentinel.com
2 Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel.com
3 Jeffrey P. Jackson (SBN 290364)
jeffrey.jackson@thesentinel.com
4 **THE SENTINEL FIRM, APC**
5 355 S. Grand Ave., Suite 1450
6 Los Angeles, California 90071
7 Telephone: (213) 985-1150
8 Facsimile: (213) 985-2155

Attorneys for Plaintiff MARTHA CARBALLO

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF MARIN**

12 MARTHA CARBALLO, individually, and on
13 behalf of all others similarly situated, and on
14 behalf of other aggrieved employees pursuant to
15 the California Private Attorney General Act;

16 Plaintiff,

17 vs.

18 THE WOODLANDS STORE HOLDINGS, INC.,
19 a California corporation; THE WOODLANDS
20 STORE, INC., an unknown business entity; THE
21 WOODLANDS STORE, LLC, a California
22 limited liability company; and DOES 1 through
23 10, inclusive,

24 Defendants.

Case No.: CV0005220

Assigned for All Purposes to:
Hon. Andrew E. Sweet, Dept. E

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

Complaint Filed: January 27, 2025
FAC Filed: May 8, 2025
Trial Date: None Set

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

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
3 Plaintiff Martha Carballo (“Plaintiff”) and Defendants the Woodlands Store Holdings, Inc., the Woodlands
4 Store, Inc. and the Woodlands Store, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants
5 collectively as “Parties,” or individually as “Party.”
6

7 **1. DEFINITIONS.**

- 8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
9 Defendants captioned *MARTHA CARBALLO, individually, and on behalf of all*
10 *others similarly situated, and on behalf of other aggrieved employees pursuant*
11 *to the California Private Attorney General Act; vs. THE WOODLANDS STORE*
12 *HOLDINGS, INC., a California corporation; THE WOODLANDS STORE, INC.,*
13 *an unknown business entity; THE WOODLANDS STORE, LLC, a California*
14 *limited liability company; and DOES 1 through 10, inclusive, Case No.*
15 *CV0005220 initiated on January 27, 2025, and pending in Superior Court of the*
16 State of California, County of Marin.
- 17 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the
18 Parties have agreed to appoint to administer the Settlement.
- 19 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from
20 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
21 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
22 Preliminary Approval of the Settlement.
- 23 1.4. “Aggrieved Employee” means all current and former hourly employees employed by
24 Defendants in California who were classified as non-exempt during the PAGA Period.
- 25 1.5. “Class” or “Class Members” means all current and former hourly employees
26 employed by Defendants in California who were classified as non-exempt during the
27 Class Period.
- 28 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.

- 1 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
2 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
3 expenses, respectively, incurred to prosecute the Action.
- 4 1.8. “Class Data” means Class Member identifying information in Defendants’ possession
5 including the Class Member’s name, last-known mailing address, Social Security number,
6 and number of Class Period Workweeks and PAGA Pay Periods.
- 7 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
8 Participating Class Member or Non-Participating Class Member (including a Non-
9 Participating Class Member who qualifies as an Aggrieved Employee).
- 10 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
11 current Class Member mailing addresses using all reasonably available sources, methods
12 and means including, but not limited to, the National Change of Address database, skip
13 traces, and direct contact by the Administrator with Class Members.
- 14 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
15 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed
16 to Class Members in English and Spanish in the form, without material variation, attached
17 as **Exhibit A** and incorporated by reference into this Agreement.
- 18 1.12. “Class Period” means the period from January 27, 2021 through August 20, 2025, or as
19 modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.
- 20 1.13. “Class Representative” means the named Plaintiff Martha Carballo in the operative
21 complaint in the Action seeking Court approval to serve as a Class Representative for
22 settlement purposes only.
- 23 1.14. “Class Representative Service Payment” means the payment to the Class Representative for
24 initiating the Action and providing services in support of the Action.
- 25 1.15. “Court” means the Superior Court of California, County of Marin.
- 26 1.16. “Defendants” means, collectively, the Woodlands Store Holdings, Inc., the Woodlands
27 Store, Inc. and the Woodlands Store, LLC.
- 28 1.17. “Defense Counsel” means FISHER & PHILIPS LLP.

- 1 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court
2 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if
4 no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
5 (b) if one or more Participating Class Members objects to the Settlement, the day after the
6 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
7 Judgment is filed, the day after the appellate court affirms the Judgment and issues a
8 remittitur.
- 9 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 10 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
11 the Settlement.
- 12 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval
13 of the Settlement.
- 14 1.22. “Gross Settlement Amount” means **Four Hundred and Fifty Thousand and Zero Cents**
15 **(\$450,000.00)** which is the total amount Defendants agrees to pay under the Settlement
16 except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay
17 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
18 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the
19 Administrator’s Expenses.
- 20 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net
21 Settlement Amount calculated according to the number of Workweeks worked during the
22 Class Period.
- 23 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the
24 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
25 the PAGA Period.
- 26 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 27 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
28 entitled to receive penalty payments, under Labor Code § 2699(i).

- 1 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under
2 Labor Code § 2699(m).
- 3 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments
4 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
5 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
6 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
7 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 8 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement
9 by sending the Administrator a valid and timely Request for Exclusion.
- 10 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
11 for Defendants for at least one day during the PAGA Period.
- 12 1.31. “PAGA Period” means the period from January 27, 2024 through August 20, 2025, or the
13 date upon which the Court grants preliminary approval of this Settlement, or as modified
14 pursuant to Paragraph 8 of the Agreement, whichever is earliest.
- 15 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 16 1.33. “PAGA Notice” means Plaintiff’s January 27, 2025 letter to Defendants and the LWDA
17 providing notice pursuant to Labor Code § 2699.3(a).
- 18 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross
19 Settlement Amount, which will be \$30,000.00, allocated 35% to the Aggrieved Employees
20 (\$10,500.00) and the 65% to LWDA (\$19,500.00) in settlement of PAGA claims.
- 21 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
22 timely Request for Exclusion from the Settlement.
- 23 1.36. “Plaintiff” means Martha Carballo, the named plaintiff in the Action.
- 24 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
25 Settlement.
- 26 1.38. “Released Class Claims” means the claims being released by all Participating Class
27 Members as described in Paragraph 5.2 below.
- 28 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3

1 below.

2 1.40. “Released Parties” means: Defendants the Woodlands Store Holdings, Inc., the Woodlands
3 Store, Inc. and the Woodlands Store, LLC, and Defendants’ respective former and present
4 agents, officers, employees, directors, shareholders, owners, members, attorneys, insurers,
5 predecessors, successors, assigns, subsidiaries, DBA’s, affiliates and parent companies.

6 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be
7 excluded from the Class Settlement signed by the Class Member.

8 1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class
9 Members and Aggrieved Employees and shall be the last date on which Class Members
10 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
11 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are
12 resent after having been returned undeliverable to the Administrator shall have an additional
13 14 calendar days beyond the Response Deadline has expired to submit Requests for
14 Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks
15 allocated to them as a part of the Settlement.

16 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the
17 Judgment.

18 1.44. “Workweek” means any week during which a Class Member worked for Defendants for at
19 least one day, during the Class Period.

20 **2. RECITALS.**

21 2.1. On January 27, 2025, Plaintiff commenced this Action by filing a Complaint in Merced
22 Superior Court alleging causes of action against Defendants for: (1) Violation of Labor Code §§ 204, 1194,
23 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay
24 Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4)
25 Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor
26 Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203
27 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to
28 Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair

1 Business Practices). On May 8, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for
2 Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the
3 operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the
4 Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in in
5 the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action
6 alleged.

7 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and
8 the LWDA by sending the PAGA Notice on January 27, 2025.

9 2.3. On August 5, 2025, the Parties participated in an all-day mediation presided over by Mark
10 Feder, Esq. and subsequently reached an agreement to settle the Action.

11 2.4. Prior to and following the mediation, Plaintiff obtained, through informal discovery,
12 documents, data, and information necessary to evaluate the claims in the Action, including an appropriate
13 sampling of pay and time records for the Class. Plaintiff’s investigation was sufficient to satisfy the criteria
14 for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and
15 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

16 2.5. The Court has not granted class certification.

17 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
18 other pending class action asserting claims that will be extinguished or affected by the Settlement.

19 **3. MONETARY TERMS.**

20 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants
21 promises to pay a maximum of Four Hundred and Fifty Thousand Dollars and Zero Cents (**\$450,000.00**) as
22 the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the
23 Wage Portion of each Individual Class Payment. Defendants have no obligation to pay the Gross Settlement
24 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
25 Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating
26 Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross
27 Settlement Amount will revert to Defendant.

28 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the

1 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
2 Approval:

3 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
4 more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
5 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants
6 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
7 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
8 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
9 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
10 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
11 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payment and agrees to indemnify Defendants and hold it harmless for any
13 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
14 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
15 Payment.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
17 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$25,000.00.
18 Defendants will not oppose requests for these payments. Plaintiff will seek Court approval for the
19 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval
20 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
21 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
22 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
23 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or
24 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
25 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.
26 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
27 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendants
28 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest

1 or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on
2 these Payments or from any dispute or controversy regarding any division or sharing of any of these
3 Payments.

4 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,975.00 except
5 upon a showing of good cause and as approved by the Court. To the extent the Administration
6 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
7 retain the remainder in the Net Settlement Amount. Apex Class Action Administration has been
8 selected as the Administrator, based upon its "not to exceed" bid of \$9,975.00.

9 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
10 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
11 Class Members during the Class Period and (b) multiplying the result by each Participating Class
12 Member's Workweeks.

13 3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating
14 Class Member's Individual Class Payment will be allocated to settlement of
15 wage claims (the "Wage Portion"). The Wage Portion of each Individual
16 Class Payment is subject to tax withholding and will be reported on an IRS
17 W-2 Form. The remaining 85% of each Participating Class Member's
18 Individual Class Payment will be allocated to settlement of claims for
19 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of
20 each Individual Class Payment is not subject to wage withholdings and will
21 be reported on IRS 1099 Forms. Participating Class Members assume full
22 responsibility and liability for any taxes owed on their Individual Class
23 Payments and agree to indemnify Defendants and hold it harmless for any
24 responsibility, liability, claim, complaint, damages, penalties, interest or any
25 other actual or potential damages arising from Participating Class Members'
26 obligations to pay taxes owed on these Payments.

27 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
28 Class Payments. Non-Participating Class Members will not receive any

1 Individual Class Payments. The Administrator will retain amounts equal to
2 their Individual Class Payments in the Net Settlement Amount for
3 distribution to Participating Class Members on a pro rata basis.

4 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 be
5 paid from the Gross Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA PAGA Payment
6 and 35% (\$10,500.00) allocated to Individual PAGA Payments.

7 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
8 dividing the amount of the Aggrieved Employees' 35% share of PAGA
9 Penalties (\$10,500) by the total number of PAGA Period Pay Periods
10 worked by all Aggrieved Employees during the PAGA Period and (b)
11 multiplying the result by each Aggrieved Employee's PAGA Period Pay
12 Periods. Aggrieved Employees assume full responsibility and liability for
13 any taxes owed on their Individual PAGA Payments and agree to indemnify
14 Defendants and hold it harmless for any responsibility, liability, claim,
15 complaint, damages, penalties, interest or any other actual or potential
16 damages arising from Participating Class Members' obligations to pay taxes
17 owed on these Payments.

18 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
19 Administrator will allocate the remainder to the Net Settlement Amount. The
20 Administrator will report the Individual PAGA Payments on the appropriate
21 IRS 1099 Forms.

22 **4. SETTLEMENT FUNDING AND PAYMENTS.**

23 4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of August 5, 2025, the number
24 of Workweeks worked by the estimated 760 class members during the Class Period is estimated to be 71,706
25 and the number of pay periods worked by the estimated 392 Aggrieved Employees is 12,306.

26 4.2. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval
27 of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft
28 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class

1 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and
2 restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and
3 perform required tasks under this Agreement. Defendants have a continuing duty to immediately notify
4 Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide
5 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
6 which Defendants must send the Class Data to the Administrator, the Parties and their counsel will
7 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing
8 or omitted Class Data.

9 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount,
10 and also fund the amounts necessary to fully pay Defendants' share of payroll taxes as to the Wage Portion
11 of the Gross Settlement Amount by transmitting the funds to the Administrator within Forty-Five (45) days
12 of the Effective Date.

13 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendants fund
14 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
15 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
16 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses
17 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
18 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
19 precede disbursement of Individual Class Payments and Individual PAGA Payments.

20 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
21 Individual PAGA Payments and send them to the Class Members via First Class
22 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
23 when the check will be voided, which date shall be one hundred eighty (180) days
24 after the date of mailing. The Administrator will cancel all checks not cashed by the
25 void date. The Administrator will send checks for Individual Settlement Payments
26 to all Participating Class Members (including those for whom Class Notice was
27 returned undelivered). The Administrator will send checks for Individual PAGA
28 Payments to all Aggrieved Employees including Non-Participating Class Members

1 who qualify as Aggrieved Employees (including those for whom Class Notice was
2 returned undelivered). The Administrator may send Participating Class Members a
3 single check combining the Individual Class Payment and the Individual PAGA
4 Payment. Before mailing any checks, the Settlement Administrator must update the
5 recipients' mailing addresses using the National Change of Address Database.

6 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
7 Members whose checks are returned undelivered without USPS forwarding address.
8 Within seven (7) days of receiving a returned check the Administrator must re-mail
9 checks to the USPS forwarding address provided or to an address ascertained
10 through the Class Member Address Search. The Administrator need not take further
11 steps to deliver checks to Class Members whose re-mailed checks are returned as
12 undelivered. The Administrator shall promptly send a replacement check to any
13 Class Member whose original check was lost or misplaced, requested by the Class
14 Member prior to the void date.

15 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
16 Payment check is uncashed and cancelled after the void date, the Administrator shall
17 transmit the funds represented by such checks to the California Controller's
18 Unclaimed Property Fund in the name of the Class Member thereby leaving no
19 "unpaid residue" subject to the requirements of California Code of Civil Procedure
20 § 384(b).

21 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
22 not obligate Defendants to confer any additional benefits or make any additional
23 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
24 specified in this Agreement.

25 **5. RELEASES OF CLAIMS.**

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

28 5.1. Plaintiff's Release.

1 5.1.1. Scope of Plaintiff's Release. Plaintiff and her respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns
3 generally, release and discharge Released Parties from any and all of the claims,
4 whether known or unknown, suspected or unsuspected, contingent or non-
5 contingent, which now exist, or have existed, upon any theory of law or equity now
6 existing, including, but not limited to, conduct that is negligent, intentional, with or
7 without malice, or a breach of any duty, law or rule, without regard to the subsequent
8 discovery or existence of such different or additional facts. Additionally, Plaintiff
9 releases the Released Parties of all claims that were, or reasonably could have been,
10 alleged, based on the facts contained, in the Action and all PAGA claims that were,
11 or reasonably could have been, alleged based on facts contained in the Action,
12 Plaintiff's PAGA Notice, or ascertained during the Action. Plaintiff further release
13 the Released Parties of all claims, charges, complaints, liens, demands, causes of
14 action, obligations, damages and liabilities, known or unknown, suspected or
15 unsuspected, arising from their employment with the Defendant. The released
16 claims include, without limitation: claims under (1) the Civil Rights Act of 1964, as
17 amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing
18 Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with
19 Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7)
20 the California and the United States Constitution; (8) the California Labor Code; (9)
21 the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the
22 Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement
23 Income Security Act; (13) the Immigration Reform and Control Act; (14) the
24 California Business and Professions Code, sections 17200, et seq.; (15) the
25 California Government Code; and (16) the California Wage Orders (collectively
26 "Claim" or "Claims") which Plaintiff now has, owns or holds, or claims to have,
27 own or hold, or which Plaintiff at any time had, owned or held, or claimed to have,
28 own or hold against any of the Released Parties up to and including, as of the final

1 approval of this Settlement Agreement. (Everything released based on the above as
2 well as everything released as part of the Released Class Claims discussed below
3 will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not extend to
4 any claims for vested benefits, unemployment benefits, disability benefits, social
5 security benefits, workers’ compensation benefits that arose at any time. Plaintiff
6 acknowledges that Plaintiff may discover facts or law different from, or in addition
7 to, the facts or law that Plaintiff now knows or believes to be true but agrees,
8 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts or Plaintiff’s discovery of them.
10 Plaintiff also understands and agrees that in accordance with the Older Workers
11 Benefit Protection Act, Plaintiff: Has had up to 21 days within which to consider this
12 Agreement before executing it. Plaintiff agrees that if Plaintiff elects to sign the
13 agreement in less than 21 days, Plaintiff does so voluntarily and without pressure or
14 coercion from Defendants and waives any further period of consideration; Has
15 carefully read and fully understands all of the provisions of this Agreement and that
16 the provisions of this Agreement are written in a manner designed to be understood
17 by Plaintiff; Is, through this Agreement, releasing Defendants from any and all rights
18 or claims Plaintiff may have against Defendants under the Age Discrimination in
19 Employment Act of 1967 (29 U.S.C. § 621, et seq.) (“ADEA”); Knowingly and
20 voluntarily intends to be legally bound by the same; Was advised and hereby is
21 advised in writing to consider the terms of this Agreement and consult with an
22 attorney of Plaintiff’s choice before executing this Agreement; Has a full seven days
23 following the execution of this Agreement to revoke this Agreement and has been
24 and hereby is advised in writing that this Agreement shall not become effective or
25 enforceable until the revocation period has expired; Understands that rights or claims
26 under the ADEA that may arise after the date this Agreement is executed are not
27 waived. Plaintiff further understands, however, that such rights will arise against
28 Defendants in light of this Agreement.

1 5.1.2. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross
2 Settlement Amount, Plaintiff, as agent and proxy of the LWDA will release the
3 Release Parties from any and all claims for civil penalties under the California Labor
4 Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698,
5 et seq., against the Released Parties for work performed during the PAGA Period
6 and based on or arising out of the alleged violations of the Labor Code sections
7 alleged in PAGA Notice and the Action, or which could have been alleged under the
8 same or similar facts plead in Plaintiff’s PAGA Notice or the Action.

9 5.1.3. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of
10 Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
11 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

12 **A general release does not extend to claims that the creditor or**
13 **releasing party does not know or suspect to exist in his or her favor**
14 **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.

15 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
16 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, release the Released Parties from all claims that occurred during the Class Period
18 and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
19 Complaint (“Released Class Claims”) and Action for unpaid overtime, meal period premiums, rest period
20 premiums, unpaid minimum wage, untimely payment of final wages, failure to timely pay wages during
21 employment, non-compliant wage statements, failure to keep requisite payroll records, waiting time
22 penalties, unreimbursed business expenses, and violation of Business and Professions Code §§ 17200, et
23 seq.. Participating Class Members do not release any other claims, including claims for vested benefits,
24 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
25 disability, social security, workers’ compensation, or claims based on facts occurring outside the Class
26 Period.

27 5.3. Release of PAGA Penalties: Through Plaintiff’s release as agent and proxy of the LWDA,
28 Aggrieved Employees, whether or not they are Participating Class Members, shall be deemed to release, to

1 the extent permissible by law, any and all claims for civil penalties under the California Labor Code Private
2 Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties
3 for work performed during the PAGA Period and based on or arising out of the alleged violations of the
4 Labor Code alleged in Plaintiff’s PAGA Notice and the Action in relation to alleged unpaid overtime, meal
5 period premiums, rest period premiums, unpaid minimum wage, untimely payment of final wages, failure
6 to timely pay wages during employment, non-compliant wage statements, failure to keep requisite payroll
7 records, waiting time penalties, and unreimbursed business expenses.

8 **6. MOTION FOR PRELIMINARY APPROVAL.**

9 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary
10 Approval”) that complies with the Court’s current checklist for Preliminary Approval.

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

1 by the Settlement.

2 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
3 filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this
4 Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in
5 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
6 delivering the Court's Preliminary Approval to the Administrator.

7 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
9 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
10 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
11 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
12 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,
13 to modify the Agreement and otherwise satisfy the Court's concerns.

14 **7. SETTLEMENT ADMINISTRATION.**

15 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
16 Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex
17 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
18 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they
19 have no interest or relationship, financial or otherwise, with the Administrator other than a professional
20 relationship arising out of prior experiences administering settlements.

21 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
22 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
23 federal tax authorities.

24 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
25 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

26 7.4. Notice to Class Members.

27 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
28 shall notify Class Counsel that the list has been received and state the number of

1 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class
2 Data.

3 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
4 (14) days after receiving the Class Data, the Administrator will send to all Class
5 Members identified in the Class Data, via first-class United States Postal Service
6 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
7 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
8 prominently estimate the dollar amounts of any Individual Class Payment and/or
9 Individual PAGA Payment payable to the Class Member, and the number of
10 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
11 Class Notices, the Administrator shall update Class Member addresses using the
12 National Change of Address database.

13 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
14 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
15 Class Notice using any forwarding address provided by the USPS. If the USPS does
16 not provide a forwarding address, the Administrator shall conduct a Class Member
17 Address Search, and re-mail the Class Notice to the most current address obtained.
18 The Administrator has no obligation to make further attempts to locate or send Class
19 Notice to Class Members whose Class Notice is returned by the USPS a second time.

20 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
21 and/or Pay Periods, and Requests for Exclusion will be extended an additional
22 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
23 for all Class Members whose notice is re-mailed. The Administrator will inform the
24 Class Member of the extended deadline with the re-mailed Class Notice.

25 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
26 discovers any persons who believe they should have been included in the Class Data
27 and should have received Class Notice, the Parties will expeditiously meet and
28 confer in person or by telephone, and in good faith in an effort to agree on whether

1 to include them as Class Members. If the Parties agree, such persons will be Class
2 Members entitled to the same rights as other Class Members, and the Administrator
3 will send, via email or overnight delivery, a Class Notice requiring them to exercise
4 options under this Agreement not later than fourteen (14) days after receipt of Class
5 Notice, or the deadline dates in the Class Notice, which ever are later.

6 **7.5. Requests for Exclusion (Opt-Outs).**

7 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
8 Settlement must send the Administrator, by fax, email, or mail, a signed written
9 Request for Exclusion not later than sixty (60) days after the Administrator mails the
10 Class Notice or as otherwise extended for re-mailed Class Notices as described
11 herein. A Request for Exclusion is a letter from a Class Member or his/her
12 representative that reasonably communicates the Class Member's election to be
13 excluded from the Settlement and includes the Class Member's name, address and
14 email address or telephone number. To be valid, a Request for Exclusion must be
15 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
16 for remailed Class Notices as described herein.

17 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
18 to contain all the information specified in the Class Notice. The Administrator shall
19 accept any Request for Exclusion as valid if the Administrator can reasonably
20 ascertain the identity of the person as a Class Member and the Class Member's desire
21 to be excluded. The Administrator's determination shall be final and not appealable
22 or otherwise susceptible to challenge. If the Administrator has reason to question
23 the authenticity of a Request for Exclusion, the Administrator may demand
24 additional proof of the Class Member's identity. The Administrator's determination
25 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

26 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
27 is deemed to be a Participating Class Member under this Agreement, entitled to all
28 benefits and bound by all terms and conditions of the Settlement, including the

1 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,
2 regardless whether the Participating Class Member actually receives the Class
3 Notice or objects to the Settlement.

4 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
5 Non-Participating Class Member and shall not receive an Individual Class Payment
6 or have the right to object to the class action components of the Settlement. Because
7 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
8 Non-Participating Class Members are eligible for an Individual PAGA Payment.

9 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
10 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class
11 Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods
12 (if any) allocated to the Class Member in the Class Notice. The Class Member may
13 challenge the allocation by communicating with the Administrator via fax, email or mail.
14 The Administrator must encourage the challenging Class Member to submit supporting
15 documentation. In the absence of any contrary documentation, the Administrator is entitled
16 to presume that the Workweeks contained in the Class Notice are correct so long as they are
17 consistent with the Class Data. The Administrator's determination of each Class Member's
18 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
19 susceptible to challenge. The Administrator shall promptly provide copies of all challenges
20 to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
21 the Administrator's determination the challenges.

22 7.7. Objections to Settlement.

23 7.7.1. Only Participating Class Members may object to the class action components of the
24 Settlement and/or this Agreement, including contesting the fairness of the
25 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment and/or Class Representative Service
27 Payment.

28 7.7.2. Participating Class Members may send written objections to the Administrator, by

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

6 7.7.3. Non-Participating Class Members have no right to object to any of the class action
7 components of the Settlement.

8 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
9 Employees have no right to object to or intervene in any of the PAGA components
10 of the Settlement.

11 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
12 performed or observed by the Administrator contained in this Agreement or otherwise.

13 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
14 information of interest to Class Members including the date, time and location for
15 the Final Approval Hearing and copies of the Settlement Agreement, the Class
16 Notice, the Final Approval and the Judgment on the Administrator's website. The
17 Administrator will also maintain and monitor an email address and a toll-free
18 telephone number to receive Class Member calls, faxes and emails.

19 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
21 Not later than five (5) days after the expiration of the deadline for submitting
22 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
23 Defense Counsel containing (a) the names and other identifying information of Class
24 Members who have timely submitted valid Requests for Exclusion ("Exclusion
25 List"); (b) the names and other identifying information of Class Members who have
26 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
27 from Settlement submitted (whether valid or invalid).

28 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports

1 to Class Counsel and Defense Counsel that, among other things, tally the number of:
2 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
3 Exclusion (whether valid or invalid) received, objections received, challenges to
4 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
5 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
6 The Weekly Reports must include provide the Administrator’s assessment of the
7 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
8 and objections received.

9 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
10 address and make final decisions consistent with the terms of this Agreement on all
11 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
12 The Administrator’s decision shall be final and not appealable or otherwise
13 susceptible to challenge.

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

25 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
26 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
27 will provide Class Counsel and Defense Counsel with a final report detailing its
28 disbursements by employee identification number only of all payments made under

1 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
2 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
3 signed declaration suitable for filing in Court attesting to its disbursement of all
4 payments required under this Agreement. Class Counsel is responsible for filing the
5 Administrator's declaration in Court.

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

7 Based on its records, Defendants estimate that, as of August 5, 2025, there are 760 Class Members
8 and 71,706 Total Workweeks during the Class Period. If either of Defendants' estimates set forth in this
9 section are incorrect by more than 10%, then the Gross Settlement Amount will be increased proportionately.
10 For example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%. In the
11 event the number of workweeks worked by the Class Members increase by more than 10% or the number
12 of Class Members increases by more than 10%, Defendants shall have the option of either: (i) increasing the
13 Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of workweeks
14 worked by the Class Members above 10% or Class Members above 10%, whichever exceeds the 10% first
15 (for example, if the number of workweeks or Class Members increases by 11%, the GSA will increase by
16 1%), or (ii) shorten the release period end date to an earlier date at which only 71,706 workweeks plus an
17 additional 10% (78,877 workweeks) are covered by the Class Period or the date on which the number of
18 Class Members covered by the Class Period is 836, whichever occurs first. Defendants shall use its best
19 efforts to inform Class Counsel of whether the escalator clause has triggered and if so, which option it intends
20 to select at least three (3) days prior to the date on which a Motion for Preliminary Approval is due to be
21 filed with the Court. Final determination regarding the provisions of this Paragraph will be determined by
22 the Administrator; in the event the provisions of this paragraph are triggered, Defendants must inform Class
23 Counsel and the Administrator of its election to increase the Gross Settlement Amount or to modify the
24 Class Period no later than five (5) days prior to the date on which Class Notice is scheduled to be mailed to
25 Class Members pursuant to Paragraph 7.4.2.

26 **9. RIGHT TO WITHDRAW**

27 If 10% or more of the Settlement Class members elect not to participate in the Settlement by
28 submitting a valid Request for Exclusion, Defendants may, at its election, rescind the Settlement and all

1 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendants elect
2 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
3 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
4 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that
5 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than five (5)
6 court days prior to the date on which a Final Approval Hearing is set to be heard; late elections will have no
7 effect.

8 **10. MOTION FOR FINAL APPROVAL.**

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

16 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
17 Participating Class Member, including the right to file responsive documents in Court no
18 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
19 accepted by the Court.

20 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
21 on any material change to the Settlement (including, but not limited to, the scope of release
22 to be granted by Class Members), the Parties will expeditiously work together in good faith
23 to address the Court’s concerns by revising the Agreement as necessary to obtain Final
24 Approval. The Parties agree that changes to the timing of payments or notice periods, or to
25 the contents of the Notice of Settlement, which are requested by the Court do not necessitate
26 an amendment or revision to this Agreement unless such an Amendment is required by the
27 Court.

28 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the

1 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
2 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
3 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

4 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
5 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
6 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
7 their respective counsel, and all Participating Class Members who did not object to the
8 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
9 including all rights to post-judgment and appellate proceedings, the right to file motions to
10 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
11 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
12 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
13 will be suspended until such time as the appeal is finally resolved and the Judgment becomes
14 final, except as to matters that do not affect the amount of the Net Settlement Amount.

15 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
16 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
17 material modification of this Agreement (including, but not limited to, the scope of release
18 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
19 nevertheless expeditiously work together in good faith to address the appellate court's
20 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
21 additional Administration Expenses reasonably incurred after remittitur. An appellate
22 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
23 Payment or any payments to Class Counsel shall not constitute a material modification of
24 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
25 remains unchanged.

26 **11. AMENDED JUDGMENT.**

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

1 **12. ADDITIONAL PROVISIONS.**

2 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
3 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
4 this Agreement is intended or should be construed as an admission by Defendants that any of the allegations
5 in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor
6 should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have
7 merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement
8 only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
9 Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all
10 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
11 on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
12 willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any
13 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
15 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate
16 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)
17 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective
18 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement
19 Agreement; (2) Defendants shall have no obligation to make any payments to the Settlement Class
20 Members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary
21 approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and
22 all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation
23 settlement communications and not subject to disclosure for any purpose in any proceeding.

24 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
25 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
26 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
27 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
28 generally, to any person, corporation, association, government agency, or other entity except: (1) to the

1 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
2 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
3 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
4 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
5 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
6 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
7 other communication, before the filing of the Motion for Preliminary Approval, any with third party
8 regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter
9 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications
10 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
13 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
14 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

15 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
17 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
18 by any Party.

19 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
21 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
22 execute any other documents reasonably required to effectuate the terms of this Agreement including any
23 amendments to this Agreement.

24 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
25 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
26 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
27 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
28 to implement the Settlement, or on any modification of the Agreement that may become necessary to

1 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

2 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
3 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
4 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
5 discharged by the Party in this Settlement.

6 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
7 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
8 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
9 or otherwise.

10 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
11 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
12 approved by the Court.

13 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
14 benefit of, the successors of each of the Parties.

15 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
16 governed by and interpreted according to the internal laws of the state of California, without regard to
17 conflict of law principles.

18 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
19 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
20 drafter or participated in the drafting.

21 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
22 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
23 of this Agreement.

24 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
25 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in
26 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
27 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
28 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the

1 Court discharges the Administrator’s obligation to provide a Declaration confirming the final pay out of all
2 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
3 Defendant.

4 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
5 for convenience of reference only and does not constitute a part of this Agreement.

6 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
7 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
8 legal holiday, such date or deadline shall be on the first business day thereafter.

9 12.18. Notice. All notices, demands or other communications between the Parties in connection
10 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
11 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

12 To Plaintiff:

13 Seung L. Yang
14 seung.yang@thesentinel.com
15 Tiffany Hyun
16 tiffany.hyun@thesentinel.com
17 Jeffrey P. Jackson
18 jeffrey.jackson@thesentinel.com
19 **THE SENTINEL FIRM, APC**
20 355 S Grand Ave. Suite 1450
21 Los Angeles, California 90071
22 Telephone: (213) 985-1150
23 Facsimile: (213) 985-2155

24 To Defendant:

25 Boris Sorsher
26 bsorsher@fisherphillips.com
27 Kristina Noel A. Buan
28 kbuan@fisherphillips.com
29 **FISHER & PHILLIPS, LLP**
30 2050 Main Street, Suite 1000
31 Irvine, CA 92614
32 Telephone: (949) 798-2140

33 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts
34 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted
35 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument
36 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart

1 will be admissible in evidence to prove the existence and contents of this Agreement.

2 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
3 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
4 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
5 under CCP section 583.310 for the entire period of this settlement process.

6
7 **[SIGNATURES ON NEXT PAGE]**
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1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 12/27/2025

By: Martha P. Carballo Ec
MARTHA CARBALLO

5
6 **Plaintiff's Counsel:**

7 Dated: 12/29/25

THE SENTINEL FIRM, APC

8
9 By: [Signature]

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

Attorneys for Plaintiff
MARTHA CARBALLO

13 **Defendant:**

14 Dated: ____

**THE WOODLANDS STORE HOLDINGS, INC.
THE WOODLANDS STORE, INC.
THE WOODLANDS STORE, LLC**

15
16 By: _____
17 Print Name

18
19 _____
Signature

20
21 _____
Title

22 **Defendants' Counsel:**

23 Dated: ____

FISHER & PHILLIPS, LLP

24
25 By: _____
26 Boris Sorsher
27 Kristina Noel A. Buan

28 Attorneys for Defendants
**THE WOODLANDS STORE HOLDINGS, INC.
THE WOODLANDS STORE, INC.
THE WOODLANDS STORE, LLC**