

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jessica Garcia (“Garcia”), Rudy Jimenez (“Jimenez”), Jose Hernandez Solis (collectively, “Plaintiffs” or “Class Representatives”), as individuals and on behalf of all members of the Settlement Class (defined below) and Defendant The Merchant of Tennis, Inc. (“Defendant”), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiffs lawsuit alleging wage and hour violations against Defendant entitled *Jessica Garcia, et al., v. The Merchant of Tennis, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2005614, filed on February 26, 2020 and pending in the Court.

1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means Plaintiffs and all non-exempt, hourly employees who worked for Defendant in California at any time from June 9,, 2019 to December 10, 2025.

1.5 “Class” means Plaintiffs and all non-exempt, hourly employees who worked for Defendant in California at any time from June 8, 2019 through December 10, 2025.

1.6 “Class Counsel” means Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC and Marcus J. Bradley and Kiley L. Grombacher of Bradley/Grombacher, LLP.

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

1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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

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

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

1.12 “Class Period” means the period from June 8, 2019 through December 10, 2025.

1.13 “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as class representatives.

1.14 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of San Bernardino.

1.16 “The Merchant of Tennis, Inc.” means named Defendant.

1.17 “Defense Counsel” means ArentFox Schiff LLP.

1.18 “Effective Date” means the date on which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and (b) the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21 “Gross Settlement Amount” means \$8,375,328.22, which includes the \$875,328.22 in payments previously made to Defendant to Class Members as a result of the filing of this litigation. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

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

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.24 “Installment Payments” means the two installment payments that Defendant shall provide to the Settlement Administrator, which collectively equals \$7,500,00.00 (Gross Settlement of \$8,375,328.22 minus the \$875,328.22 in payments previously made by Defendant to Class Members as a result of the filing of this litigation). The “First Installment Payment” shall be in the amount of \$3,750,000.00. The “Second Installment Payment” shall be \$3,750,000.00.

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

1.26 “LWDA” means the California Labor and Workforce Development Agency.

1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

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

1.30 “PAGA Period” means the period from June 9, 2019 through December 10, 2025.

1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.32 “PAGA Notice” means Plaintiffs’ PAGA letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 “Plaintiffs” means Garica, Jimenez and Solis, the named plaintiffs in the Action.

1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.38 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.39 “Released Parties” means Defendant and each of its parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), owners, predecessors, successors, and assigns, including, but not limited to, any Defendant-related entity that employed any Class Member at any time during the Class Period and/or the PAGA Period.

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

1.41 “Response Deadline” means 60 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43 “Workweeks” means for each Settlement Class Member or Aggrieved Employee any workweek during the Class Period or the PAGA Period, as applicable, in which the Settlement Class Member or Aggrieved Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the designated workweek. Workweeks will be calculated based on Defendant’s business records. This information shall be treated as confidential. Workweeks of Non-Participating Class Members will not be included in the total number of Workweeks that are reported to the Settlement Administrator to calculate and distribute Individual Settlement Payments to Participating Class Members. The number of full workweeks that a Participating Class Member was on a leave of absence, sick time, or vacation during the Class Period shall be excluded from the total number of Workweeks and from the Workweeks attributed to that Participating Class Member, regardless of whether the Class Member was paid during those Workweeks.

2. RECITALS.

2.1 On February 26, 2020, Plaintiff Garcia filed a class action complaint against Defendant in San Bernardino County Superior Court, *entitled Jessica Garcia, et al. v. The Merchant of Tennis, Inc.*, Case No. CIVDS 2005614 (the “Garcia Action”), alleging class action claims against Defendant under the California Labor Code.

2.2 On February 19, 2021, Plaintiff Garcia filed a Second Amended Complaint in the Garcia Action, which included a claim under the Private Attorneys General Act, Labor Code § 2698, et seq. (“PAGA”).

2.3 On March 15, 2021, Plaintiff Solis filed a class and collective action in the United States District Court for the Central District of California, entitled *Jose Hernandez Solis v. The Merchant of Tennis, Inc.*, Case No. 5:21-CV-00459 (the “Solis Class Action”), alleging class and collective claims against Defendant under the California Labor Code and Fair Labor Standards Act.

2.4 On June 9, 2021, Plaintiff Solis filed a representative action in San Bernardino County Superior Court, entitled *Jose Hernandez Solis v. The Merchant of Tennis, Inc.*, Case No. CIV SB 2116264 (the “Solis PAGA Action”), alleging a claim against Defendant for civil penalties under the PAGA

2.5 On May 6, 2022, Plaintiffs filed a Third Amended Consolidated Class Action Complaint (“TAC”) in the Garcia Action, which consolidated the Garcia Action, Solis Class Action, and Solis PAGA Action, added Plaintiff Solis as a named Plaintiff, and alleged causes of action against Defendant for (i) failure to pay all wages; (ii) failure to provide all lawful meal periods; (iii) failure to authorize and permit all lawful rest periods; (iv) failure to timely pay all final wages; (v) failure to issue accurate itemized wage statements; (vi) failure to adopt standards that minimize excessive indoor heat; (vii) failure to comply with California’s unfair competition laws, (viii) civil penalties under the PAGA; and (ix) violations of the Fair Labor Standards Act. On April 27, 2023, pursuant to stipulation by the Parties, Plaintiffs’ claims for Failure to Adopt Standards that Minimize Excessive Indoor Heat and violations under the Fair Labor Standards Act were dismissed from the Garcia Action. As set forth above, the Garcia Action, as amended, shall be referred to as the “Action.”

2.6 On December 7, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici. Following the conclusion of mediation, Ms. Ngo-Bonnici issued a mediator’s proposal that was accepted by the Parties.

2.7 Before mediation and negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, all relevant Class and PAGA data needed for negotiating the Settlement, including, but not limited to, timekeeping and pay records for Plaintiffs, the Class and Aggrieved employees, and Defendant’s policies and procedures. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.8 The Court has not granted class certification.

2.9 The Parties are aware of another pending matter or action asserting claims that will be extinguished or affected by the Settlement: Andrew Tarigan v. The Merchant of Tennis, Inc., San Bernardino County Superior Court, Case No. CIVSB2229009.

2.10 Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class Members and Aggrieved Employees.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant agrees to pay \$8,375,328.22, which includes a credit of the Eight Hundred Seventy-Five Thousand Three Hundred Twenty-Eight Dollars and Twenty-Two Cents (\$875,328.22) in payments previously made by Defendant to Class Members as a result of the filing of this litigation. The total amount of money that Defendant agrees to provide to the Settlement Administrator is \$7,500,000.00. Defendant agrees to pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments in addition to the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. The Administrator will disburse \$7,500,000.00 (which represents the Gross Settlement Amount minus the credit of \$875,328.22) without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiffs: Class Representative Service Payment of not more than \$10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 Credit: Defendant has a credit of Eight Hundred Seventy-Five Thousand Three Hundred Twenty-Eight Dollars and Twenty-Two Cents (\$875,328.22) that was previously paid to Class Members as a result of the filing of this Litigation. This credit has already been provided to those Class Members that accepted those

funds during the course of this Litigation and will not be provided to the Settlement Administrator.

3.2.3 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$2,931,364.87, and a Class Counsel Litigation Expense Payment of not more than \$400,000.00 related to the Action as supported by declaration(s). Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.4 To the Administrator: An Administration Expenses Payment not to exceed \$35,000.00 except as first agreed to by the Parties and then approved by the Court. To the extent the Administration Expenses are less than or the Court approves payment less than \$35,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.5 To Each Participating Class Member: From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Individual Class Payment based on the following formula: (i) Each Settlement Class Member who did not accept Defendant's settlement offer as part of the Pick-Up-Stix process that amounted in Defendant paying a total of Eight Hundred Seventy-Five Thousand Three Hundred Twenty-Eight Dollars and Twenty-Two Cents (\$875,328.22), shall be paid an amount equal to the amount that was or would have been offered to him/her by Defendant as part of the Pick-Up-Stix process from the Net Settlement Amount; (2) the remainder of the Net Settlement Amount shall be allocated to Class Members by dividing the remaining Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by Each Participating Class Member's Workweeks. Settlement Class Members are not required to submit a claim form to receive a payment ("Individual Class Payment") from the Settlement. Individual Class Payments will be determined and paid as follows:

3.2.5.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.6 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000.00 to be paid from the Gross Settlement Amount, with 75% (\$150,000.00) allocated to the LWDA PAGA Payment and 25% (\$50,000.00) allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records to date, Defendant estimates there are 3,917 Class Members and 3,912 Aggrieved Employees. Class Members collectively worked a total of 259,891 Workweeks during the Class Period. Aggrieved Employees collectively worked a total of 101,269 pay periods during PAGA Period.

4.2 Funding of Gross Settlement Amount. Defendant agrees to pay \$8,375,328.22, which includes a credit of the Eight Hundred Seventy-Five Thousand Three Hundred Twenty-Eight Dollars and Twenty-Two Cents (\$875,328.22) in payments previously made by Defendant to Class Members as a result of the filing of this litigation. The total amount of money that Defendant agrees to provide to the Settlement Administrator is \$7,500,000.00. The \$7,500,000.00 will be provided

by Defendant to the Administrator in two separate Installment Payments. The First Installment Payment shall be paid by Defendant no later than thirty (30) calendar days after the Effective Date. The Second Installment Payment shall be paid by Defendant no later than ninety-two (92) calendar days after the First Installment Payment is made. If Defendant fails to timely pay the Installment Payments within the timeframes stated in this Paragraph, Defendant shall be obligated to pay the legal rate of interest for late payment on all amounts due and owing until the Instalment Payment(s) is transferred to the Administrator in full.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount (First Installment Payment and Second Installment Payment), the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

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

5.1 Plaintiffs' Release. Except for claims or causes of action that cannot be released as a matter of law without court or agency approval, such as worker's compensation claims, Plaintiffs agree to completely release and discharge the Released Parties from any and all individual claims or causes of action that they may have against them, including other claims or causes of action that they may have with respect to their employment with Defendant, including the separation of that employment. Plaintiffs release and discharge Released Parties from such claims or causes of action on behalf of themselves and their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives. This individual release is in addition to Plaintiffs' release of Released Class Claims and Released PAGA Claims with respect to themselves through this Agreement. It extends to any and all further claims concerning any other alleged liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, concealed or hidden. Plaintiffs agree not to seek any further compensation or relief from the Released Parties with respect to any of these other released claims or causes of action. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Action that are alleged to have occurred during the Class Period. The Released Class Claims are all claims asserted in the operative Complaint in the Action, or which could have been asserted in the Action based on the facts alleged, including all claims for failure to timely pay wages under Labor Code section 204 (including for penalties under Labor Code section 210), failure to pay overtime wages (including failure to pay overtime at the correct regular rate of pay), failure to provide meal, rest, or recovery rest breaks as required or pay premium pay under Labor Code section 226.7, subdivision (c), providing inaccurate wage statements (and penalties under Labor Code section 226), waiting time penalties under Labor Code section 203, and unfair business practices. The Released Class Claims include all claims arising under Labor Code sections 200, 201 through 203, 204, 210, 218.5, 226, subdivision (a), 226, subdivision (e), 226.3, 226.7, 510, 512, 1174, 1174.4, 1194, 1197.1, and 1199, the applicable Industrial Wage Commission wage order, and Business and Professions Code section 17200 as they relate to the underlying claims and allegations in the Action. The Released Claims further include all other claims for wages, penalties, civil penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, declaratory relief, equitable relief, or additional damages that allegedly may arise out of these claims.

5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Action that are alleged to have occurred during the PAGA Period and the PAGA Notice, including any and all claims for civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were pled in the operative Complaint based on the facts alleged therein, including claims for civil penalties for the alleged violation of Labor Code sections 201, 202, 203, 204, 226.7, 210, 226, 510, 516, 558, 1182.12, 1194, 1197, and 1198.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs' Counsel will prepare the Motion for Preliminary Approval of the Settlement, subject to review and comment by Defendant's counsel.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval within five (5) court days of the deadline to file the Motion for Preliminary Approval. The documents that Plaintiffs will prepare and deliver to Defense Counsel, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), the Action (Lab. Code, § 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expense Payment.

The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4 Notice to Class Members.

7.4.1 Not later than thirty (30) days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

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

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

locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and

copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Final Judgment. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

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

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

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

disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of December 10, 2025, (1) there are 259,891 Workweeks during the Class Period; and (2) there are 180,728 Workweeks during the PAGA Period.

8.1.1 Increase in Workweeks. If the number of Workweeks increases beyond 259,891 for Class Members during the Class Period by more than 10% (i.e., if there are 285,881 or more aggregate workweeks worked by all Settlement Class members during the Class Period), Defendant shall increase the Gross Settlement Amount proportionately. For example, if the number of Workweeks increases by 11%, Defendant shall have the option to increase the Gross Settlement Amount by 1%. If Defendant elects not to increase the Gross Settlement Amount proportionately, Defendant shall notify Class Counsel of its decision in writing within ten (10) days of receiving the number of Workweeks from the Administrator. Within ten (10) days of receipt of such written notice from Defendant, Plaintiffs shall have the option to terminate this Agreement via written notice to Defense Counsel and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void

- 9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

- 10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (1), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) court days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be

construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that Defendant defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Before Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

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

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

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

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

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

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

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

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

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

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

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's

discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

To Plaintiffs:

Paul K. Haines of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

Marcus J. Bradley of Bradley/Grombacher, LLP
31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361
mbradley@bradleygrombacher.com

To Defendant:

John S. Purcell of ArentFox Schiff LLP
555 South Flower Street, 43rd Floor, Los Angeles, CA 90071
john.purcell@afslaw.com

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

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

IN WITNESS THEREOF, the Parties to this Agreement each acknowledge that they have

read the foregoing Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 3/11/2026

PLAINTIFF JESSICA GARCIA
By: Jessica Garcia
435370D64CA0474...
Plaintiff and Settlement Class Representative

Dated: _____

PLAINTIFF JOSE HERNANDEZ SOLIS
By: _____
Plaintiff and Settlement Class Representative

Dated: 3/6/2026

DEFENDANT THE MERCHANT OF TENNIS, INC.
By: [Signature]
Name: JOFF GLENN
Title: PRESIDENT

read the foregoing Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: _____

PLAINTIFF JESSICA GARCIA

By: _____
Plaintiff and Settlement Class Representative

Dated: Mar 10, 2026

PLAINTIFF JOSE HERNANDEZ SOLIS

By: Jose Hernandez solis
Plaintiff and Settlement Class Representative

Dated: 3/6/2026


DEFENDANT THE MERCHANT OF TENNIS, INC.

By: [Signature]
Name: JOFF GLENN
Title: PRESIDENT

APPROVED AS TO FORM:

Dated: March 13, 2026

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

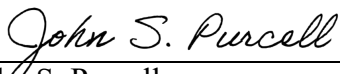
Dated: _____

BRADLEY/GROMBACHER, LLP

By: _____
Marcus J. Bradley
Lirit L. Grombacher
Attorneys for Plaintiffs

Dated: 03/17/2026

ARENTFOX SCHIFF LLP

By: 
John S. Purcell
Jeffrey B. Weston
Attorneys for Defendant

Signature: 
Jose Hernandez (Mar 10, 2026 12:02:22 PDT)

Email: alponcho_64@yahoo.com

APPROVED AS TO FORM:

Dated: _____


HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

Dated: 3/12/2026

BRADLEY/GROMBACHER, LLP

By:  _____
4EG77CG0440240A...

Marcus J. Bradley
Lirit L. Grombacher
Attorneys for Plaintiffs

Dated: _____

ARENTFOX SCHIFF LLP

By: _____

John S. Purcell
Jeffrey B. Weston
Attorneys for Defendant

EXHIBIT 1

NOTICE OF SETTLEMENT OF CLASS ACTION

You are not being sued. This notice affects your rights. Please read it carefully.

Jessica Garcia, et al., v. The Merchant of Tennis, Inc.
Superior Court of the State of California, County of San Bernardino
Case No. CIVDS2005614

THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH

To: All non-exempt, hourly employees who worked for The Merchant of Tennis, Inc. (the “Company”) in California at any time from June 8, 2019, through December 10, 2025 (the “Class”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a Final Approval Hearing on [REDACTED], 2026 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You are eligible to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”). You are eligible to participate in this settlement and receive payment, even if you previously entered into an individual settlement agreement with the Company. Any settlement amount that the Company previously paid you will be applied against your share of this settlement. Your previous settlement agreement with the Company, if you entered into one, remains valid regardless of what action you take here.

[IDENTIFYING CLASS MEMBER INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **SINSERT AMOUNT** as your share of the Net Settlement Amount, should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate, following final calculations. Your estimate is based on the number of workweeks you performed any work for the Company (referenced herein as “Workweeks”) in California between June 8, 2019, through December 10, 2025 (the “Class Period”). Here, Workweeks mean any workweek in which you were employed by the Company as a non-exempt employee in California and worked at least one shift during the designated workweek. Workweeks do not include any full workweek during which you were on an approved leave of absence, utilizing sick leave, or on vacation, irrespective of whether you received compensation during such workweeks.

Additionally, the lawsuit seeks civil penalties under the California Labor Code Private Attorneys’ General Act (“PAGA”) for all current and former non-exempt, hourly employees who worked for the Company in California at any time from June 9, 2019, through December 10, 2025 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VI FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue the Company as to the Released Class Claims described in Section IV. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court finally approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2026 (see Section VI). All persons who validly and timely opt-out of this Settlement will <u>not</u> receive any settlement payment and will preserve Released Class Claims described in Section IV, except that Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims. If you previously entered

QUESTIONS? CALL _____ TOLL FREE [NUMBER]
Please do not call the Court directly.

	into an individual settlement agreement with the Company, that previous agreement stands and you can keep your previous payment, regardless of whether you opt out of this Settlement and receiving a further settlement payment.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2026 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED] in Department S36 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Jessica Garcia, et al., v. The Merchant of Tennis, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2005614, filed on February 26, 2020 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt, hourly employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between June 8, 2019, through December 10, 2025 (“Class Period”). The Court ordered this Notice be sent to you because you may be eligible to receive money under this Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by the Company as a non-exempt, hourly employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On February 26, 2020, Plaintiff Garcia filed a class action complaint against the Company in San Bernardino County Superior Court, entitled *Jessica Garcia, et al. v. The Merchant of Tennis, Inc.*, Case No. CIVDS2005614 (the “Garcia Action”), alleging class action claims against the Company under the California Labor Code. On February 19, 2021, Plaintiff Garcia filed a Second Amended Complaint in the Garcia Action, which included a claim under the Private Attorneys General Act, Labor Code § 2698, et seq. (“PAGA”). On March 15, 2021, Plaintiff Solis filed a class and collective action in the United States District Court for the Central District of California, entitled *Jose Hernandez Solis v. The Merchant of Tennis, Inc.*, Case No. 5:21-CV-00459 (the “Solis Class Action”), alleging class and collective claims against the Company under the California Labor Code and Fair Labor Standards Act. On June 9, 2021, Plaintiff Solis filed a representative action in San Bernardino County Superior Court, entitled *Jose Hernandez Solis v. The Merchant of Tennis, Inc.*, Case No. CIVSB2116264 (the “Solis PAGA Action”), alleging a claim against the Company for civil penalties under the PAGA. On May 6, 2022, Plaintiffs filed a Third Amended Consolidated Class Action Complaint (“TAC”) in the Garcia Action, which consolidated the Garcia Action, Solis Class Action, and Solis PAGA Action, added Plaintiff Solis as a named Plaintiff, and alleged causes of action against the Company for (i) failure to pay all wages; (ii) failure to provide all lawful meal periods; (iii) failure to authorize and permit all lawful rest periods; (iv) failure to timely pay all final wages; (v) failure to issue accurate itemized wage statements; (vi) failure to adopt standards that minimize excessive indoor heat; (vii) failure to comply with California’s unfair competition laws, (viii) civil penalties under the PAGA; and (ix) violations of the Fair Labor Standards Act. On April 27, 2023, pursuant to stipulation by the Parties, Plaintiffs’ claims for Failure to Adopt Standards that Minimize Excessive Indoor Heat and violations under the Fair Labor Standards Act were dismissed from the Garcia Action. As set forth above, the Garcia Action, as amended, shall be referred to as the “Action.”

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise

QUESTIONS? CALL _____ TOLL FREE [NUMBER]
Please do not call the Court directly.

of disputed claims and should not be construed as an admission of liability on the part of the Company, which expressly denies any and all liability.

The Court has not ruled on the merits of Plaintiffs' claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm's length mediation.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiffs and the Class Members?

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IV. What are the terms of the Settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt, hourly employees who worked for the Company in California at any time from June 8, 2019, through December 10, 2025 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of the Released Class Claims. Again, if you previously entered into an individual settlement agreement with the Company, that agreement stands and you keep any previous settlement payment. However, you are eligible to receive an additional payment as part of this Settlement, with any settlement that the Company previously paid you credited against your individual share of the Settlement.

Without admitting any wrongdoing, the Company has agreed to pay \$8,375,328.22 (the "Gross Settlement Amount") to fully resolve all claims in the Action. The Gross Settlement Amount includes a credit of the Eight Hundred Seventy-

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Five Thousand Three Hundred Twenty-Eight Dollars and Twenty-Two Cents (\$875,328.22) in payments previously made by the Company to Class Members as a result of the filing of this litigation, payments for Individual Class Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor Workforce and Development Agency ("LWDA") and PAGA aggrieved employees, Settlement Administration Costs, and Class Representative Service Payments.

The Gross Settlement Amount includes: (1) Individual Class Payments to all Participating Class Members; (2) service payments to Plaintiffs in the amount of \$10,000.00 each, for a total of \$20,000.00, for serving as class representatives; (3) \$2,931,364.87 in attorneys' fees (amounting to 35% of the Gross Settlement Amount) and up to \$400,000.00 in litigation costs and expenses; (4) a \$200,000.00 settlement of claims under PAGA, which includes a \$150,000.00 payment to the state Labor and Workforce Development Agency and a \$50,000.00 payment to be divided among all Aggrieved Employees; and (5) Settlement Administrator costs not to exceed \$35,000.00.

Calculation of Individual Class Payments to Participating Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$ [REDACTED]. Individual Class Payments will be calculated based on the following formula: (i) Each Class Member who did not accept the Company's settlement offer as part of the Pick-Up-Stix process that amounted in the Company paying a total of Eight Hundred Seventy-Five Thousand Three Hundred Twenty-Eight Dollars and Twenty-Two Cents (\$875,328.22), shall be paid an amount equal to the amount that was or would have been offered to him/her by the Company as part of the Pick-Up-Stix process from the Net Settlement Amount; (2) the remainder of the Net Settlement Amount shall be allocated to Class Members by dividing the remaining Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by the number of Workweeks worked by each Class Member. If any individual in the Settlement Class opts-out of the Settlement, his/her Individual Class Payment will be distributed among all Participating Class Members (i.e., those who do not opt-out). Similarly, the Individual PAGA Payments will be determined by dividing the \$50,000.00 PAGA payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and multiplying the result by each Aggrieved Employee's PAGA Pay Periods. All PAGA aggrieved employees will receive a proportional share of the \$50,000.00 PAGA Payment, regardless of whether they opt out of the Settlement Class.

Currently, your projected Individual Class Payment is \$ [REDACTED] and your projected PAGA payment is \$ [REDACTED].

For each Class Member, the Workweeks at the Company during the Class Period will be calculated from the Company's records. The Company's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks during the Class Period (i.e., June 8, 2019, through December 10, 2025). If you disagree with this number, you may submit by mail, fax or email evidence to the Settlement Administrator on or before [REDACTED], 2026, with documentation to establish the number of workweeks you claim to have actually worked for Company in California during the Class Period.

Send the dispute directly to the Settlement Administrator, by mail to [ADDRESS], by fax to [FAX NUMBER], or email to [EMAIL] no later than [REDACTED], 2026.

DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Parties and Administrator will evaluate the evidence submitted by the Class Member and discuss in good faith how many Workweeks should be credited to each Class Member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from issuing the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member.

Allocation and Taxes. Twenty percent (20%) of the Individual Class Payment paid to each participating Class Member will be considered and reported as "wages" (W-2 reporting). Eighty percent (80%) of the Individual Class Payments

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will be paid to each participating Class Member as “interest” and “penalties” without tax withholding (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution; however, it will be reported to the IRS on Form 1099 as income. The Company will be responsible for paying its portion of any state and federal taxes, separately from, and in addition to, the Gross Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Class Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Class Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment, and the Company funds the Gross Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, participating Class Members, for themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Company, and each of its parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), owners, predecessors, successors, and assigns, including, but not limited to, any Company-related entity that employed any Class Member at any time during the Class Period (“the “Released Parties”), from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Action that are alleged to have occurred during the Class Period. The Released Class Claims are the claims asserted in the operative Complaint in the Action, or which could have been asserted in the Action based on the facts alleged, including all claims for failure to timely pay wages under Labor Code section 204 (including for penalties under Labor Code section 210), failure to pay overtime wages (including failure to pay overtime at the correct regular rate of pay), failure to provide meal, rest, or recovery rest breaks as required or pay premium pay under Labor Code section 226.7, subdivision (c), providing inaccurate wage statements (and penalties under Labor Code section 226), waiting time penalties under Labor Code section 203, and unfair business practices. These Released Class Claims include all claims arising under Labor Code sections 200, 201 through 203, 204, 210, 218.5, 226, subdivision (a), 226, subdivision (e), 226.3, 226.7, 510, 512, 1174, 1174.4, 1194, 1197.1, and 1199, the applicable Industrial Wage Commission wage order, and Business and Professions Code section 17200 as they relate to the underlying claims and allegations in the Action. The Released Claims further include all other claims for wages, penalties, civil penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, declaratory relief, equitable relief, or additional damages that allegedly may arise out of these claims.

These released claims are hereinafter referred to as “Released Class Claims.” The time period governing these Released Class Claims shall be at any time from June 8, 2019, through December 10, 2025 (“Class Period”). Any Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

Additionally, the “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Action that are alleged to have occurred during the PAGA Period and the PAGA Notice, including all claims for civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were pled in the operative Complaint based on the facts alleged therein, including claims for civil penalties for the alleged violation of Labor Code sections 201, 202, 203, 204, 226.7, 210, 226, 510, 516, 558, 1182.12, 1194, 1197, and 1198.

V. How can I claim money from the settlement?

You are automatically included as a Class Member to receive an Individual Class Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive

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important information or an Individual Class Payment. If you wish to update your current address, please contact the Settlement Administrator, Apex Class Action LLC at [ADDRESS], [WEBSITE], or [PHONE NUMBER].

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Class Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Workweeks, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2026 with your full name, address, telephone number, last four digits of your Social Security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *JESSICA GARCIA, ET AL., V. THE MERCHANT OF TENNIS, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CURRENT SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT. IF I PREVIOUSLY ENTERED INTO AN INDIVIDUAL SETTLEMENT WITH THE COMPANY, I UNDERSTAND THAT OPTING OUT WILL NOT VOID MY PREVIOUS SETTLEMENT AND I WILL NOT HAVE TO RETURN THE MONEY THAT I PREVIOUSLY RECEIVED FOR IT, BUT THAT I WILL NOT RECEIVE ANY ADDITIONAL MONEY AS PART OF THIS FURTHER SETTLEMENT.”

Send the Request for Exclusion directly to the Settlement Administrator, by mail to [ADDRESS], by fax to [FAX NUMBER], or email to [EMAIL] no later than [REDACTED], 2026. Any person who submits a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any Individual Class Payment from the class action settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment at the Company, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You may also include any documentation or evidence in support of the objection, if any. Objections can be in writing and must be mailed to the Settlement Administrator to [ADDRESS], by fax to [FAX NUMBER], or email to [EMAIL], by no later than [REDACTED], 2026. You may also object to the Settlement by appearing in Court at the Final Approval Hearing to present oral objections to the Settlement.

You need not object to the Settlement if you only dispute the number of Workweeks. You may dispute your Workweeks by submitting evidence to the Settlement Administrator regarding your employment at the Company. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2026, at 8:30 a.m. in Department S36 of the San Bernardino County Superior Court, located

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at 247 West 3rd Street, San Bernardino, California 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Action regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into the Released Class Claims as described above. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

Again, if you previously entered into an individual settlement with the Company, that individual settlement agreement stands and you keep the previous payment regardless.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on [REDACTED], 2026 at 8:30 a.m. in Department S36 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415. The Final Approval Hearing may be postponed without further notice to the Settlement Class.

You may also consult the Superior Court website to access documents by going to (cap.sb-court.org/search) and entering the Case Number for the Action, Case No. CIVDS2005614.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: CIVDS2005614.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action and PAGA Settlement Agreement (the Settlement Agreement) at Office of the Clerk, San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415 during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

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