ADDENDUM

This Addendum to the Settlement Agreement ("Addendum") is entered into between STEPHANIE IMMINGS ("IMMINGS") on the one hand, and Defendants, GREAT SUBS SC II, LLC; H & H WEST, LLC; GREAT SUBS, LLC; GREAT SUBS SC I, LLC; GREAT SUBS SC IV, LLC; GREAT SUBS SC III; J & H WEST, LLC; GREAT SUBS SOUTHERN CALIFORNIA, LLC; GREAT SUBS SC V, LLC ("DEFENDANTS") as a supplement to the Stipulation of Settlement of Class and PAGA Action and Release of Claims ("Settlement Agreement") entered into on January 16, 2026. All other terms of the Settlement Agreement not amended by this Addendum remain in effect.

Per the Court's order issued on April 13, 2026 ("Order"), the Parties have entered into an Addendum of the Settlement Agreement that addresses the Court's concerns. The terms included below are modified and supersede those included in the Settlement Agreement.

SECTION I (EE)

Per the Court's Order Section I(EE) regarding the definition of Released Class Claims is amended to read, with revisions stricken or in bold:

EE. "Released Class Claims" shall mean ~~as~~ all claims alleged in the operative complaint in the Class Action, or which could have reasonably been alleged based on the facts~~, allegations, and legal theories~~ raised in the Class Action, and which arose during the Class Release Period. Without limiting the foregoing, Released Class Claims shall include any and all claims or causes of action regarding unpaid wages, including but not limited to failure to pay minimum wages, straight time wages, overtime compensation, double time compensation, **and applicable remedies (i.e.,** interest, **penalties, liquidated damages, treble damages)**; failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and/or recovery period obligations; invalid meal period waivers or on-duty meal period agreements; payment for all hours worked; failure to reimburse business expenses; failure to pay sick leave; failure to provide gratuities; violations relating to wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; unfair business practices related thereto; and any and all related penalties, except for PAGA penalties which are separately released hereinbelow, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing. Further, such Released Claims shall include, but are not limited to those claims arising under California Labor Code sections 201, 202, 203, 204, 204b, ~~206, 207, 208,~~ 210, 218.5, ~~218.6,~~ 221, ~~222, 223, 225.5,~~ 226, 226.3, 226.7, 246, subd. (i), ~~248.5,~~ 510, 512, 558.1, ~~1174, 1174.5,~~ 1194, 1194.2, 1197, 1197.1, 1198, ~~1199,~~ 2802, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 5-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]), California Business Professions Code 17200 et seq. (including, without limitation, §§17200 through 17208, but limited to claims arising from the labor code violations released herein); all claimed or unclaimed, but reasonably could have been claimed based on the facts alleged, for compensatory, consequential, incidental, damages, penalties (excluding PAGA penalties, but as included in the separate release below), restitution, interest, costs and attorneys' fees, injunctive or equitable relief, and any other remedies available at law or equity, and other amounts recoverable under the Released Class Claims under California law. The Parties intend that this release be construed as broadly as allowed by law. The release excludes the release of claims not permitted by law. As stated in this definition, Released Class Claims cover any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period. The Parties acknowledge that there are FLSA provisions that are direct federal law counterparts that meet this definition. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited *to Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

The parties intend that these releases be construed as broadly as allowed by law. The releases exclude the release of claims not permitted by law. The parties warrant and represent that the releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Class through their last day of employment with the Released Parties within the Class Release Period.

SECTION I (FF)

Per the Court's Order Section I(EE) regarding the definition of Released PAGA Claims is amended to read, with revisions stricken or in bold:

FF. "Released PAGA Claims" shall mean all claims alleged in the operative complaints or filings with the LWDA, or which reasonably could have been alleged based on the facts~~, allegations, and legal theories~~ raised in them, and which arose during PAGA Release Period, as applicable to the specific claim. Without limiting the foregoing, Released Claims shall include any and all claims for civil penalties or causes of action arising under and/or assertable under PAGA regarding unpaid wages or wage and hour violations, including but not limited to failure to pay minimum wages, straight time wages, overtime compensation, double time compensation, and interest; failure to timely pay regular and final wages; failure to pay, track, or provide paid sick leave; failure to pay gratuities owed; failure to provide compliant meal and rest periods; failure to pay premiums at all or at the correct rate for any violation of meal and rest periods; invalid meal period waivers or on-duty meal period agreements; failure to reimburse for necessary business expenditures; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing. ("Released PAGA Claims"). Further, such Released Claims shall include all claims for PAGA penalties arising from violations that can provide standing for a PAGA claim as outlined at Labor Code Section 2699.5 (i.e. Labor Code Sections 201-204, 210, 226, 226.3, 510, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and the associated wage orders, and Labor Code Section 2698 et. seq. itself), include, but are not limited to those claims arising under California Labor Code sections 201, 202, 203, 204, 204b, ~~206, 207 ,208,~~ 210, ~~218.5, 218.6,~~ 221, ~~222, 223, 225.5,~~ 226, 226.3, 226.7, 246, subd. (i), ~~248.5,~~ 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and 2699 et seq., and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 5-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]), all claimed or unclaimed penalties recoverable via PAGA under California law arising from the claims alleged in the operative complaints or filings with the LWDA. The Parties intend that this release be construed as broadly as allowed by law. The release excludes the release of claims not permitted by law.

SECTION III(A)(2)

Per the Court's Order the escalator clause at Section III(A)(2) is amended to read, with revisions stricken or in bold:

2. Class Size and Escalator Clause. Defendants estimated that, at the time of mediation, there were 735 Settlement Class Members who worked approximately 39,473 workweeks. If the actual number of Workweeks during the Class Period exceeds the above number by more than 15%, the GSA will increase pro rata per additional work weeks above that 15% buffer (i.e., for each workweek above the number of 45,394 during the Class Period), but only to the extent Defendants do not choose a date earlier than the date July 30, 2025, as the end of the Class Release Period to avoid any pro rata increase. If the Pro Rata Increase Threshold is triggered, Defendants shall have the exclusive right to choose an earlier date than the date of July 30, 2025, as the end of the Class Release Period to avoid triggering any pro rata increase altogether or, alternatively, a date that simply reduces the increase. **It is Defendant's understanding that the Pro Rata Increase Threshold has not been exceeded, and the Class Period will end on July 30, 2025, without issue or increase to the GSA. In the event that this is incorrect and the escalator is triggered, and if Defendant elects to end the Class Period on a date earlier than July 30, 2025 rather than to increase the Gross Settlement Amount, Defendant will alert the Settlement Administrator before the Class Notice is mailed, to ensure the Class Notice reflects the revised Class Period, and to ensure that only Class Members that performed work within the revised Class Period receive the Class Notice.**

SECTION III(C)

Per the Court's Order Section III(C) regarding the release of Aggrieved Employees is amended to read, with revisions stricken or in bold:

C. Release by the Aggrieved Employees. As of the Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, in exchange for the consideration set forth in this Agreement, the Plaintiff, **on behalf of** the LWDA and the State of California release the Released Parties from the Released PAGA

Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

SECTION III(M)(3)

Per the Court's Order Section III(M)(3) regarding the resolution of workweek disputes is amended to read, with revisions stricken or in bold:

2. Disputes Regarding Individual Settlement Payments. Class Members or Aggrieved Employees will have the opportunity, should they disagree with Defendants' records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member or Aggrieved Employee, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member or Aggrieved Employee produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member or Aggrieved Employee and ~~the Settlement Administrator will~~ **work with the Parties to attempt to resolve any workweek disputes** and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member or Aggrieved Employee should be credited with under the Settlement. ~~The Settlement Administrator's decision on such disputes will be final and non-appealable.~~ **The court ultimately will decide any unresolved dispute.**

SECTION III(M)(5)

Per the Court's Order Section III(M)(5) regarding requests for exclusion is amended to read, with revisions stricken or in bold:

5. Exclusions. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. However, a request for exclusion excludes only that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid. ~~The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.~~ If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. ~~The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.~~ **If there are any unresolved disputes regarding the authenticity of an opt-out request, the court will make a final determination to resolve such disputes.**

SECTION III(M)(6)

Per the Court's Order Section III(M)(5) regarding objections is amended to read, with revisions stricken or in bold:

6. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing

to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. ~~Class Members may not object to the PAGA Payment.~~

CLASS NOTICE

Per the Court's Order, an emended class notice is attached hereto as **EXHIBIT "A,"** revisions as requested by the court and with adjustments to the release to match the above.

SIGNATURES

Each Party, having read, understood, and agreed to be bound by the terms and conditions of this Addendum, do hereby execute said Addendum by affixing their signatures hereto.

DATED: 08/03/2026

Stephanie imming (Aug 3, 2026 12:09:43 PDT)

STEPHANIE IMMINGS

DATED: Aug 5, 2026

Hector Haget

Hector Haget (Aug 5, 2026 09:44:39 MDT)

GREAT SUBS SC II, LLC

Hector Haget

Printed Name

DATED: Aug 5, 2026

Hector Haget

Hector Haget (Aug 5, 2026 09:44:39 MDT)

H & H WEST, LLC

Printed Name

DATED: Aug 5, 2026

Hector Haget

Hector Haget (Aug 5, 2026 09:44:39 MDT)

GREAT SUBS, LLC

Printed Name

Title

DATED: Aug 5, 2026

Hector Haget
Hector Haget (Aug 5, 2026 09:44:39 MDT)

GREAT SUBS SC I, LLC

Printed Name

DATED: Aug 5, 2026

Hector Haget
Hector Haget (Aug 5, 2026 09:44:39 MDT)

GREAT SUBS SC IV, LLC

Printed Name

DATED: Aug 5, 2026

Hector Haget
Hector Haget (Aug 5, 2026 09:44:39 MDT)

GREAT SUBS SC III, LLC

Printed Name

DATED: Aug 5, 2026

Hector Haget
Hector Haget (Aug 5, 2026 09:44:39 MDT)

J & H WEST, LLC

Printed Name

DATED: Aug 5, 2026

Hector Haget
Hector Haget (Aug 5, 2026 09:44:39 MDT)

GREAT SUBS SOUTHERN CALIFORNIA, LLC

Printed Name

DATED: Aug 5, 2026

Hector Haget
Hector Haget (Aug 5, 2026 09:44:39 MDT)

GREAT SUBS SC V, LLC

Printed Name

APPROVED AS TO FORM:

DATED: August 3, 2026

JCL LAW FIRM, A.P.C.

By:

Attorneys for Plaintiff

DATED: August 3, 2026

ZAKAY LAW GROUP, APLC

By:

Attorneys for Plaintiff

DATED: August 5, 2026

SAGASER, WATKINS & WIELAND PC

By:

Attorneys for Defendants

EXHIBIT "A"

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

***(Stephanie Immings v. Great Subs SC II, LLC, et al*, Orange County Superior Court Case Nos. 30-2024-01408266-CU-OE-CXC; 30-2024-01409895CU-OE-CXC)**

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Settlement Payment is: $<<___>>. See the explanation below.** After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, but you may still receive a portion of your PAGA penalties if you are an aggrieved employee. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Orange (the "Court") has been reached between Plaintiff Stephanie Immings ("Plaintiff") and Defendants Great Subs SC II, LLC; H & H West, LLC; Great Subs, LLC; Great Subs SC I, LLC; Great Subs SC IV, LLC; Great Subs SC III, LLC; J & H West, LLC; Great Subs Southern California, LLC; and Great Subs SC V, LLC. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

> All individuals who are or previously were employed by one or more of the Defendants in California and classified as non-exempt employees, who performed work at any time during the period beginning June 20, 2020, through July 30, 2025 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 20, 2024, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Orange. Plaintiff asserted claims that Defendants: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (8) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (9) Failure to Provide Gratuities In Violation Of Cal. Lab. Code § 351 (the "Class Action"). On June 28, 2024, Plaintiff filed a separate representative action in Orange County Superior Court, Case No. 37-2024-01409895-CU-OE-CXC, alleging a single cause of action for violations of PAGA (the "PAGA Action"). On May 20, 2025, the Court consolidated the Class Action and PAGA Action, Case No. 37-2024-01408266 (the "Action").

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On April 30, 2025, the Parties participated in an all-day mediation with Tripper Ortman, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an amount of One Million Dollars and Zero Cents ($1,000,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

Defendants will fund the Gross Settlement Amount by depositing the funds in two (2) installments with the Settlement Administrator as follows: (1) $750,000.00 into the Qualitied Settlement Fund

("QSF") after the Court signs an order granting final approval to the Parties' Settlement; and (2) $250,000.00 into the QSF no later than six (6) months after the date the initial payment is made.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $9,925.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently $333,333.33) and actually incurred litigation expenses of not more than $25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of $50,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), $37,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $12,500.00 will be distributed to Aggrieved Employees.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as seven (7) consecutive days of employment during the Class Period that a Class Member was employed by at least one of the Defendants and received some compensation for work performed.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all individuals who are or previously were employed by Defendants in California and classified as non-exempt employees, who performed work during the period beginning April 11, 2023, through July 30, 2025 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice, unless your otherwise exclude yourself (you may not exclude yourself from receiving the PAGA Payment portion)**. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages ("Wage Portion"). Taxes are withheld from the Wage Portion, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 10% will be allocated as reimbursement of business expenses, and 70% will be in consideration for the release that settles claims for penalties, interest, and non-wage damages ("Non-Wage Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Non-Wage Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims.

"Released Class Claims" shall mean as all claims alleged in the operative complaint in the Class Action, or which could have reasonably been alleged based on the facts raised in the Class Action, and which arose during the Class Release Period. Without limiting the foregoing, Released Class Claims shall include any and all claims or causes of action regarding unpaid wages, including but not limited to failure to pay minimum wages, straight time wages, overtime compensation, double time compensation, and applicable remedies (i.e., interest, penalties, liquidated damages, treble damages); failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and/or recovery period obligations; invalid meal period waivers or on-duty meal period agreements; payment for all hours worked; failure to reimburse business expenses; failure to pay sick leave; failure to provide gratuities; violations relating to wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; unfair business practices related thereto; and any and all related penalties, except for PAGA penalties which are separately released hereinbelow, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing. Further, such Released Claims shall include, but are not limited to those claims arising under California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.5, 221, 226, 226.3, 226.7, 246, subd. (i), 510, 512, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 5-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]), California Business Professions Code 17200 et seq. (including, without limitation, §§17200 through 17208, but limited to claims arising from the labor code violations released herein); all claimed or unclaimed, but reasonably could have been claimed based on the facts alleged, for compensatory, consequential, incidental, damages, penalties (excluding PAGA penalties, but as included in the separate release below), restitution, interest, costs and attorneys' fees, injunctive or equitable relief, and any other remedies available at law or equity, and other amounts recoverable under the Released Class Claims under California law. The Parties intend that this release be construed as broadly as allowed by law. The release excludes the release of claims not permitted by law. As stated in this definition, Released Class Claims cover any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period. There are FLSA provisions that are direct federal law counterparts that meet this definition. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

"Released PAGA Claims" shall mean all claims alleged in the operative complaints or filings with the LWDA, or which reasonably could have been alleged based on the facts raised in them, and which arose during PAGA Release Period, as applicable to the specific claim. Without limiting the foregoing, Released Claims shall include any and all claims for civil penalties or causes of action arising under and/or assertable under PAGA regarding unpaid wages or wage and hour violations, including but not limited to failure to pay minimum wages, straight time wages, overtime compensation, double time compensation, and interest; failure to timely pay regular and final wages; failure to pay, track, or provide paid sick leave; failure to pay gratuities owed; failure to provide compliant meal and rest periods; failure to pay premiums at all or at the correct rate for any violation of meal and rest periods; invalid meal period waivers or on-duty meal period agreements; failure to reimburse for necessary business expenditures; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing. ("Released PAGA Claims"). Further, such Released Claims shall include all claims for PAGA penalties arising from violations that can provide standing for a PAGA claim as outlined at Labor Code Section 2699.5 (i.e. Labor Code Sections 201-204, 210, 226, 226.3, 510, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and the associated wage orders, and Labor Code Section 2698 et. seq. itself), include, but are not limited to those claims arising under California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.5, 221, 226, 226.3, 226.7, 246, subd. (i), 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and 2699 et seq., and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 5-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]), all claimed or unclaimed penalties recoverable via PAGA under California law arising from the claims alleged in the operative complaints or filings with the LWDA. The Parties intend that this release be construed as broadly as allowed by law. The release excludes the release of claims not permitted by law.

As of the Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. As of the Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<_____>> Workweeks worked during the Class Period (June 20, 2020 through July 30, 2025).

Based on this information, your estimated Individual Settlement Payment is <<_______>>.

Defendants' records reflect that you have <<_____>> pay periods worked during the PAGA Period (April 11, 2023 through July 30, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<_______>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _______________ [forty-five (45) days after the Notice or fourteen (14) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC (contact information is at Section 10 below).

The Court will hold a hearing on ________________ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.________________.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out" utilizing the included exclusion form. **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than ______________. An exclusion form is included with this notice for your use, if you elect to opt out. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member wishes to be excluded from the settlement of the class action lawsuit entitled *Stephanie Immings v. Great Subs SC II, LLC, et al.,* currently pending in Superior Court of Orange County, Case No. 30-2024-01408266-CU-OE-CXC. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you (or by a person who has sufficiently evidenced that they are legally authorized to do so). A request for exclusion excludes only that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

Written requests for exclusion that are postmarked after ______________, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Stephanie Immings v. Great Subs SC II, LLC, et al.*, Orange County Superior Court, Case No. 30-2024-01408266-CU-OE-CXC**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than ______________. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3700
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendants:
Ian B. Wieland, Esq.
Justin G. Donner, Esq.
Sagaser, Watkins & Wieland, P.C.
5260 North Palm Avenue, Ste 400
Fresno, CA 93704
Tel: (559) 421-7000
Fax: (559) 473-1483
E-Mail: ian@sw2law.com
E-Mail: justin@sw2law.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on ______________, at the Orange County Superior Court, Department CX-103, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701, before Judge David A. Hoffer. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Stephanie Immings v. Great Subs SC II, LLC, et al.,*** **Orange County Superior Court, Case No. 30-2024-01408266-CU-OE-CXC**, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618, c/o ________________.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by contacting the Settlement Administrator or by visiting their website at www.________________.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund in the names of the individuals who did not claim the funds. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.