

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Rachel Newman (State Bar #350826)
rachel@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

Attorneys for Plaintiff STEPHANIE IMMINGS

(Additional counsel on the following page)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

STEPHANIE IMMINGS, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

GREAT SUBS SC II, LLC, a California limited
liability company; H & H WEST, LLC, a California
limited liability company; GREAT SUBS, LLC, a
California limited liability company; GREAT SUB
SC I, LLC, a California limited liability company;
GREAT SUBS SC IV, LLC, a California Limited
Liability company; GREAT SUBS SC III, LLC, a
California limited liability company; J & H WEST,
LLC, a California limited liability company;
GREAT SUBS SOUTHERN CALIFORNIA, LLC,
a California limited liability company; GREAT
SUBS SC V, LLC, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. 30-2024-01408266-CU-OE-CXC
[Lead Case]

[Complaint Filed: June 20, 2024]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 **JCL LAW FIRM, APC**

2 Jean-Claude Lapuyade (State Bar #248676)

3 jlapuyade@jcl-lawfirm.com

4 Perssia Razma (State Bar #351398)

5 prazma@jcl-lawfirm.com

6 5440 Morehouse Drive, Suite 3600

7 San Diego, CA 92121

8 Telephone: (619) 599-8292

9 Attorneys for Plaintiff STEPHANIE IMMINGS

10 Ian B. Wieland, State Bar No. 285721

11 Justin G. Donner, State Bar No. 316504

12 **SAGASER, WATKINS & WIELAND, PC**

13 5260 North Palm Avenue, Suite 400

14 Fresno, California 93704

15 Telephone: (559) 421-7000

16 Facsimile: (559) 473-1483

17 Attorneys for Defendants, GREAT SUBS SC II, LLC; H & H WEST, LLC; GREAT SUBS, LLC;
18 GREAT SUBS SC I, LLC; GREAT SUBS SC IV, LLC; GREAT SUBS SC III; J & H WEST, LLC;
19 GREAT SUBS SOUTHERN CALIFORNIA, LLC; GREAT SUBS SC V, LLC

20
21
22
23
24
25
26
27
28 ///

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Stephanie Immings (hereinafter "Plaintiff"), an individual, on
3 behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendants Great Subs SC
5 II, LLC; H & H West, LLC; Great Subs, LLC; Great Subs SC I, LLC; Great Subs SC IV, LLC; Great
6 Subs SC III, LLC; J & H West, LLC; Great Subs Southern California, LLC; and Great Subs SC V,
7 LLC (collectively, "Defendants"):

8 **I. DEFINITIONS**

- 9 A. "Class Action" shall mean the putative class action lawsuit *Stephanie Immings v.*
10 *Great Subs SC II, LLC, et al.*, Orange County Superior Court, Case No. 30-2024-
11 01408266, filed June 20, 2024, which is also the lead case in the consolidated action
12 with the PAGA Action.
- 13 B. "PAGA Action" shall mean the representative action lawsuit *Stephanie Immings v.*
14 *Great Subs SC II, LLC, et al.*, Orange County Superior Court, Case No. 30-2024-
15 01409895, filed June 28, 2024.
- 16 C. "Action" shall mean the Class and PAGA Actions, consolidated under the case
17 entitled *Stephanie Immings v. Great Subs SC II, LLC, et al.*, Orange County Superior
18 Court, Case No. 30-2024-01408266-CU-OE-CXC.
- 19 D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
20 Class and PAGA Action Claims and Release of Claims.
- 21 E. "Aggrieved Employees" means all individuals who are or previously were employed
22 by Defendants in California and classified as non-exempt employees, who performed
23 work during the period beginning April 11, 2023, through July 30, 2025 ("PAGA
24 Period" or "PAGA Release Period").
- 25 F. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the
26 \$50,000.00 PAGA Payment (\$12,500.00) that will be distributed to the Aggrieved
27 Employees as described in this Agreement.
- 28

- 1 G. "Class" or "Class Members" means all persons who are or previously were employed
2 by one or more of the Defendants in California and classified as non-exempt
3 employees, who performed work during the period from June 20, 2020, through July
4 30, 2025 ("Class Period" or "Class Release Period").
- 5 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
6 Shani O. Zakay, Esq. of Zakay Law Group, APLC, who are considered "Class
7 Counsel" for the purposes of seeking approval from the court of the Class and PAGA
8 Settlement. This does not impact Defendants ability to challenge class certification
9 should the Class and PAGA Settlement not be approved by the court.
- 10 I. "Class Counsel Award" means the award of fees and expenses that the Court
11 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
12 the Class Members and the Aggrieved Employees in the Action, consisting of
13 attorneys' fees not to exceed one-third of the Gross Settlement Amount (currently
14 estimated to be \$333,333.33 out of \$1,000,000.00) plus costs of up to \$25,000.00 or
15 in an amount that the Court authorizes to be paid to Class Counsel. Attorneys' fees
16 will be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and
17 50% to Zakay Law Group, APLC.
- 18 J. "Class Data" means the following information regarding Class Members that
19 Defendants will in good faith compile from records in their possession and provide to
20 the Settlement Administrator in a spreadsheet: each Class Member's full name; last
21 known address; Social Security Number; start dates and end dates of employment in
22 which the individual was classified as non-exempt employee.
- 23 K. "Class Representative" shall mean Plaintiff Stephanie Immings, who is considered
24 the "Class Representative" for the purposes of seeking approval from the court of the
25 Class and PAGA Settlement. This does not impact Defendants ability to challenge
26 Plaintiff's qualification as a Class Representative should the Class and PAGA
27 Settlement not be approved by the court.
- 28

- 1 L. "Court" means the Superior Court for the State of California, County of Orange,
2 currently presiding over the Action.
- 3 M. "Defendants" shall mean Great Subs SC II, LLC; H & H West, LLC; Great Subs,
4 LLC; Great Subs SC I, LLC; Great Subs SC IV, LLC; Great Subs SC III, LLC; J &
5 H West, LLC; Great Subs Southern California, LLC; and Great Subs SC V, LLC.
- 6 N. "Effective Date" means the later of the following dates: (1) the date of final approval
7 if no objections are filed to the settlement; (2) if objections are filed and overruled,
8 and no appeal is taken of the final approval order, sixty (60) calendar days after the
9 final approval order is signed; or (3) if an appeal is taken from the Court's overruling
10 of objections to the settlement, ten (10) days after the appeal is withdrawn or after an
11 appellate decision affirming the final approval order becomes final.
- 12 O. "Funding Date" means the date by which Defendants have paid the entire Gross
13 Settlement Amount to the Settlement Administrator in accord with the terms of this
14 Agreement. Defendants shall deposit an initial payment of \$750,000.00 into the
15 Qualified Settlement Fund within ten (10) calendar days after Final Approval or ten
16 (10) calendar days after the Administrator provides information for the QSF,
17 whichever is later. Defendants shall deposit a second payment of \$250,000.00 into
18 the QSF no later than six (6) months after the date the initial payment is made.
- 19 P. "Gross Settlement Amount" or "GSA" means One Million Dollars and Zero Cents
20 (\$1,000,000.00) that Defendants must pay into the GSF in connection with this
21 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
22 Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is
23 all-in with no reversion to Defendants with no claims process for Class Members to
24 receive payment. The Gross Settlement Amount is *exclusive* of the employer's share
25 of payroll tax, if any, triggered by any payment under this Settlement.
- 26 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
27 Amount to each Settlement Class Member and excludes any amounts distributed to
28 Aggrieved Employees pursuant to PAGA.

- 1 R. "LWDA" shall mean the Labor and Workforce Development Agency.
- 2 S. "LWDA Payment" shall mean the seventy-five percent (75%) of the \$50,000.00
- 3 PAGA Payment (\$37,500.00) payable to the to the LWDA.
- 4 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the
- 5 Class Counsel Award, Service Award, PAGA Payment, and Settlement
- 6 Administration Costs.
- 7 U. "Notice Packet" means the Class Notice to be provided to the Class Members by the
- 8 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
- 9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 V. "Operative Complaint" shall mean collectively the operative Complaints filed in the
- 11 consolidated Class and PAGA Actions, lead Case No. 30-2024-01408266-CU-OE-
- 12 CXC, filed in Orange County Superior Court.
- 13 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
- 14 Labor Code § 2698 *et seq.*
- 15 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
- 16 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
- 17 Employees during the PAGA Period.
- 18 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
- 19 Employee Payment, as defined herein, means the number of pay periods of
- 20 employment during the PAGA Period that each Aggrieved Employee was employed
- 21 by one of the Defendants.
- 22 Z. "PAGA Payment" shall mean Fifty Thousand Dollars and Zero Cents (\$50,000.00)
- 23 to be allocated from the Gross Settlement Amount for settlement of PAGA Claims
- 24 asserted in the Action.
- 25 AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
- 26 Plaintiff or Defendants, individually.
- 27 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
- 28 by the total Workweeks for all Class Members.

1 CC. "Plaintiff" shall mean Stephanie Immings.

2 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
3 by the Settlement Administrator to fund the Gross Settlement Amount.

4 EE. "Released Class Claims" shall mean as all claims alleged in the operative complaint
5 in the Class Action, or which could have reasonably been alleged based on the facts,
6 allegations, and legal theories raised in the Class Action, and which arose during the
7 Class Release Period. Without limiting the foregoing, Released Class Claims shall
8 include any and all claims or causes of action regarding unpaid wages, including but
9 not limited to failure to pay minimum wages, straight time wages, overtime
10 compensation, double time compensation, and interest; failure to timely pay regular
11 and final wages; failure to provide compliant meal, rest, and/or recovery periods;
12 failure to pay premiums at all or at the correct rate for any violation of meal, rest,
13 and/or recovery period obligations; invalid meal period waivers or on-duty meal
14 period agreements; payment for all hours worked; failure to reimburse business
15 expenses; failure to pay sick leave; failure to provide gratuities; violations relating to
16 wage statements and paystubs, including wage statements and paystubs furnished or
17 available in physical, electronic, or other forms; failure to keep accurate records;
18 unfair business practices related thereto; and any and all related penalties, except for
19 PAGA penalties which are separately released hereinbelow, including recordkeeping
20 penalties, wage statement penalties, minimum wage penalties, waiting time penalties,
21 and other statutory or civil penalties associated with any of the foregoing. Further,
22 such Released Claims shall include, but are not limited to those claims arising under
23 California Labor Code sections 201, 202, 203, 204, 204b, 206, 207, 208, 210, 218.5,
24 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246, subd. (i), 248.5, 510, 512, 558.1,
25 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and/or those arising
26 under the applicable Industrial Welfare Commission Wage Order(s) (including but
27 not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage
28 Order(s), such as IWC Wage Order 5-2001 [including the provisions of the California

1 Code of Regulations codifying the applicable Wage Order(s)]), California Business
2 Professions Code 17200 et seq. (including, without limitation, §§17200 through
3 17208, but limited to claims arising from the labor code violations released herein);
4 all claimed or unclaimed, but reasonably could have been claimed based on the facts
5 alleged, for compensatory, consequential, incidental, damages, penalties (excluding
6 PAGA penalties, but as included in the separate release below), restitution, interest,
7 costs and attorneys' fees, injunctive or equitable relief, and any other remedies
8 available at law or equity, and other amounts recoverable under the Released Class
9 Claims under California law. The Parties intend that this release be construed as broadly
10 as allowed by law. The release excludes the release of claims not permitted by law. As
11 stated in this definition, Released Class Claims cover any and all claims which were
12 alleged or which could have been reasonably alleged based on the factual allegations in
13 the Operative Complaint, arising during the Class Period. The Parties acknowledge that
14 there are FLSA provisions that are direct federal law counterparts that meet this
15 definition. By virtue of this release, any claims under the FLSA that are predicated on
16 the Released Class Claims are subject to res judicata pursuant to applicable law including
17 but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th
18 Cir. 2018) and therefore cannot be asserted in a future action.

19 The parties intend that these releases be construed as broadly as allowed by law. The
20 releases exclude the release of claims not permitted by law. The parties warrant and
21 represent that the releases resolve, pursuant to Labor Code sections 206 and 206.5,
22 and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.*
23 (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any,
24 owed to Class through their last day of employment with the Released Parties within
25 the Class Release Period.

26
27 FF. "Released PAGA Claims" shall mean all claims alleged in the operative complaints
28 or filings with the LWDA, or which reasonably could have been alleged based on the

1 facts, allegations, and legal theories raised in them, and which arose during PAGA
2 Release Period, as applicable to the specific claim. Without limiting the foregoing,
3 Released Claims shall include any and all claims for civil penalties or causes of action
4 arising under and/or assertable under PAGA regarding unpaid wages or wage and
5 hour violations, including but not limited to failure to pay minimum wages, straight
6 time wages, overtime compensation, double time compensation, and interest; failure
7 to timely pay regular and final wages; failure to pay, track, or provide paid sick leave;
8 failure to pay gratuities owed; failure to provide compliant meal and rest periods;
9 failure to pay premiums at all or at the correct rate for any violation of meal and rest
10 periods; invalid meal period waivers or on-duty meal period agreements; failure to
11 reimburse for necessary business expenditures; payment for all hours worked; wage
12 statements and paystubs, including wage statements and paystubs furnished or
13 available in physical, electronic, or other forms; failure to keep accurate records; and
14 any and all related penalties, including recordkeeping penalties, wage statement
15 penalties, minimum wage penalties, waiting time penalties, and other statutory or civil
16 penalties associated with any of the foregoing. ("Released PAGA Claims"). Further,
17 such Released Claims shall include all claims for PAGA penalties arising from
18 violations that can provide standing for a PAGA claim as outlined at Labor Code
19 Section 2699.5 (i.e. Labor Code Sections 201-204, 210, 226, 226.3, 510, 1174,
20 1174.5, 1194, 1197.1, 1198, 2802, and the associated wage orders, and Labor Code
21 Section 2698 et. seq. itself), include, but are not limited to those claims arising under
22 California Labor Code sections 201, 202, 203, 204, 204b, 206, 207, 208, 210, 218.5,
23 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246, subd. (i), 248.5, 510, 512, 558.1,
24 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and 2699
25 et seq., and/or those arising under the applicable Industrial Welfare Commission
26 Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18,
27 and 20 of the applicable Wage Order(s), such as IWC Wage Order 5-2001 [including
28 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.

GG. "Released Parties" shall mean all Defendants, together with each Defendants' present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the Released Claims could be assigned pursuant to Labor Code § 558.1, or on a joint-employer, alter-ego, or other vicarious liability theory.

HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). Neither side shall encourage any Class Member to opt out.

II. "Service Award" means an award in the amount of \$10,000.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action. Plaintiff shall not opt-out of the settlement.

JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$9,925.00. The Settlement Administration Costs shall include certified Spanish translation of the Class Notice.

- 1 LL. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
2 Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
3 Administrator establishes, designates, and maintains, as a QSF under Internal
4 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
5 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
6 the claims of Settlement Class Members. The Settlement Administrator shall maintain
7 the funds until distribution in an account(s) segregated from the assets of Defendants
8 and any person related to Defendants. *All accrued interest, if any, earned on the*
9 *Gross Settlement Amount, while in the QSF and after the Funding Date, shall be*
10 *paid and distributed to the Settlement Class Members as part of their respective*
11 *Individual Settlement Payment.* This provision shall not be interpreted as increasing
12 the amount of Defendants' contribution to the Gross Settlement Amount.
- 13 MM. "Settlement Class Members" or "Settlement Class" means all Class Members who
14 have not submitted a timely and valid request for exclusion as provided in this
15 Agreement.
- 16 NN. "Workweek" shall mean seven (7) consecutive days of employment during the Class
17 Period that a Class Member was employed by at least one of the Defendants and
18 received some compensation for work performed.

19 **II. RECITALS**

- 20 A. On June 20, 2024, Plaintiff filed a Class Action complaint in Orange County Superior
21 Court, Case No. 30-2024-01408266-CU-OE-CXC, alleging claims for:
- 22 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
 - 23 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
24 1197 & 1197.1;
 - 25 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
26 *seq*;
 - 27 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
28 226.7 & 512 and the Applicable IWC Wage Order;

1 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
2 226.7 & 512 and the Applicable IWC Wage Order;

3 6. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.
4 Lab. Code § 2802;

5 7. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
6 Code § 226;

7 8. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
8 202 and 203;

9 9. Failure to Provide Gratuities In Violation Of Cal. Lab. Code § 351.

10 B. On April 11, 2024, Plaintiff alleges that she filed a Notice of Violations (“PAGA
11 Notice”) with the Labor and Workforce Development Agency (LWDA) and served
12 the same on Defendants.

13 C. On April 12, 2024, Plaintiff alleges that she filed a First Amended PAGA Notice with
14 the LWDA and served the same on Defendants to add a claim for failure to provide
15 gratuities pursuant to California Labor Code § 351.

16 D. On June 20, 2024, Plaintiff alleges that she filed a Second Amended PAGA Notice
17 with the LWDA and served the same on Defendants to include entities identified as
18 Plaintiff’s joint employers as additional Defendants.

19 E. On June 28, 2024, Plaintiff filed a separate representative action in Orange County
20 Superior Court, Case No. 30-2024-01409895CU-OE-CXC, alleging a single cause of
21 action for violations of PAGA.

22 F. On May 16, 2025, the Parties filed a Joint Stipulation and Proposed Order to
23 Consolidate the Class and PAGA Actions, and the Court signed the Proposed Order
24 on May 20, 2025.

25 G. The Class Representative believes she has claims based on alleged violations of the
26 California Labor Code and the Industrial Welfare Commission Wage Orders, and that
27 class certification is appropriate because the prerequisites for class certification can
28

1 be satisfied in the Action, and this action is manageable as a PAGA representative
2 action.

3 H. Defendants deny any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
5 Representative, alleged in the Operative Complaint, and/or alleged in the Class
6 Representative's PAGA Notices to the LWDA are owed, and further contend that, for
7 any purpose other than settlement, the Action is not appropriate for class or
8 representative action treatment. Defendants contend, among other things, that at all
9 times they complied with the California Labor Code and the Industrial Welfare
10 Commission Wage Orders.

11 I. The Class Representative is represented by Class Counsel. Class Counsel investigated
12 the facts relevant to the Action, including conducting an independent investigation as
13 to the allegations, reviewing documents and information exchanged through informal
14 discovery, and reviewing documents and information provided by Defendants
15 pursuant to informal requests for information to prepare for mediation. Defendants
16 produced for the purpose of mediation certain employment data concerning the Class,
17 which Class Counsel reviewed and analyzed with the assistance of an expert. Based
18 on their own independent investigation and evaluation, Class Counsel are of the
19 opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is
20 in the best interest of the Class considering all known facts and circumstances,
21 including the risks of significant delay, defenses asserted by Defendants, uncertainties
22 regarding class certification, and numerous potential appellate issues. Although they
23 deny any liability, Defendants agree to this Settlement solely to avoid the
24 inconveniences and cost of further litigation. The Parties and their counsel have
25 agreed to settle the claims on the terms set forth in this Agreement.

26 J. On April 30, 2025, the Parties participated in mediation presided over by Tripper
27 Ortman, an experienced mediator of wage and hour class and PAGA actions. The
28

Parties accepted a Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

K. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

L. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

M. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest any motion for class certification filed by Plaintiff and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth herein, Defendants will pay the sum of One Million Dollars and Zero Cents (\$1,000,000) as the Gross Settlement

1 Amount, with the Individual Settlement Payments, the Service Award, the
2 Class Counsel Award, PAGA Payment, and the Settlement Administration
3 Costs, as specified in this Agreement, being paid from this Gross Settlement
4 Amount. The Parties agree that this is a non-reversionary Settlement and that
5 no portion of the Gross Settlement Amount shall revert to Defendants. Other
6 than the Defendants' share of employer payroll taxes and as provided herein
7 and below, Defendants shall not be required to pay more than the Gross
8 Settlement Amount.

9 2. Class Size and Escalator Clause. Defendants estimated that, at the time of
10 mediation, there were 735 Settlement Class Members who worked
11 approximately 39,473 workweeks. If the actual number of Workweeks
12 during the Class Period exceeds the above number by more than 15%, the
13 GSA will increase pro rata per additional work weeks above that 15% buffer
14 (i.e., for each workweek above the number of 45,394 during the Class
15 Period), but only to the extent Defendants do not choose a date earlier than
16 the date July 30, 2025, as the end of the Class Release Period to avoid any
17 pro rata increase. If the Pro Rata Increase Threshold is triggered,
18 Defendants shall have the exclusive right to choose an earlier date than the
19 date of July 30, 2025, as the end of the Class Release Period to avoid
20 triggering any pro rata increase altogether or, alternatively, a date that
21 simply reduces the increase.

22 3. Settlement Payments. Defendants shall deposit the Gross Settlement Amount
23 into the QSF, through the Settlement Administrator, in two (2) separate
24 installments as follows: (1) Defendant shall deposit an initial payment of
25 \$750,000.00 into the QSF within ten (10) calendar days after the Court signs
26 the Final Approval Order or ten (10) calendar days after the Administrator
27 provides information for the QSF, whichever is later; and (2) a second
28 payment of \$250,000.00 no later than six (6) months after the date the initial

1 payment is made. Nothing shall preclude Defendants from making payment
2 prior to the detailed deadlines. Any interest accrued, if any, earned on the
3 Gross Settlement Amount, while in the QSF and after the Funding Date will
4 be added to the NSA and distributed to the Settlement Class Members except
5 that if Final Approval is reversed on appeal, then Defendants are entitled to
6 prompt return of the principal and all interest accrued. This provision shall
7 not be interpreted as increasing the amount of Defendants' contribution to the
8 Gross Settlement Amount.

9 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
10 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
11 with the second installment payment.

12 B. Release by Settlement Class Members. As of the Effective Date and upon funding in
13 full of the Gross Settlement Amount by Defendants, in exchange for the consideration
14 set forth in this Agreement, Plaintiff and the Settlement Class Members release the
15 Released Parties from the Released Class Claims for the Class Period.

16 C. Release by the Aggrieved Employees. As of the Effective Date and upon funding in
17 full of the Gross Settlement Amount by Defendants, in exchange for the consideration
18 set forth in this Agreement, the Plaintiff, the LWDA and the State of California release
19 the Released Parties from the Released PAGA Claims for the PAGA Period. As a
20 result of this release, the Aggrieved Employees shall be precluded from bringing
21 claims against Defendants for the Released PAGA Claims.

22 D. General Release by Plaintiff. As of the Effective Date and upon funding in full of the
23 Gross Settlement Amount by Defendants, in exchange for the consideration set forth
24 in this Agreement, Plaintiff expressly agrees to release and discharge each of the
25 Defendants and also each of their Released Parties from all liabilities, causes of
26 actions, charges, complaints, suits, claims, obligations, costs, losses, damages,
27 liquidated damages, punitive damages, equitable relief, restitution, declaratory relief,
28 interest, rights, judgments, attorneys' fees and costs, expenses, bonds, bills, penalties,

1 fines, and all other legal responsibilities of any form whatsoever whether known or
2 unknown, whether suspected or unsuspected, whether fixed or contingent, including
3 but not limited to, those arising from any acts or omissions occurring before and up to
4 the Effective Date of this Settlement Agreement by Defendants or Released Parties,
5 including those arising under any theory of law, whether common, contractual,
6 constitutional, statutory or other of any jurisdiction, foreign or domestic, whether
7 known or unknown, whether in law or in equity, which Plaintiff had or may claim to
8 have had against any of them by reason of any and all matters from the beginning of
9 time and up to the Effective Date of this Settlement Agreement including, but not
10 limited to, those arising out of their past employment with, compensation during,
11 and/or separation from his employment with any of the Defendants ("Plaintiffs'
12 Release"). The Plaintiff's Release includes claims under all applicable federal, state,
13 and local laws including, but not limited to, Title VII of the Civil Rights Act of 1964
14 as amended, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family
15 Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated
16 Omnibus Reconciliation Act of 1986, the Equal Pay Act, the Americans with
17 Disabilities Act, the California Fair Employment and Housing Act, the California
18 Family Rights Act, the California Labor Code including, but not limited to, sections
19 200, et seq., 970, 1102.5, 6310, and 132a, applicable California Wage Order
20 provisions, the California Government Code including, but not limited to, sections
21 12940 et seq. and 12945, Title 2 of the California Code of Regulations § 11039, the
22 California Civil Code, the California Business and Professions Code including, but not
23 limited to, sections 17200 et seq., the California Constitution, the United States
24 Constitution, or any laws pertaining to wrongful termination in violation of public
25 policy, defamation, breach of contract, contractual obligations generally,
26 discrimination based upon race, sex, disability, or any other protected status,
27 retaliation, harassment, failure to prevent discrimination, harassment, or retaliation,
28 failure to provide a reasonable accommodation or engage in the interactive process,

1 and wage and hour claims (including compensation for work, overtime, PTO, vacation,
2 or any other form of compensation or reimbursement). In sum, the Plaintiffs' Release
3 shall apply to all possible claims Plaintiff, could bring against Defendants and
4 Released Parties, whether arising in statute, regulation, common law, tort, contract, or
5 any other body of law arising before and up to the Effective Date of this Settlement
6 Agreement, whether known or unknown pertaining to the employment relationship
7 between Plaintiff and Defendants. Plaintiff represents that no third party, including
8 but not limited to a present or former spouse, representative, agent, attorney, heir,
9 administrator, successor, assign, assignors, grantee, devisee, or trustee has an interest
10 in the claims covered by Plaintiff's Release. If this is inaccurate, Plaintiff still intends
11 for this release to apply to any third-party who may have an interest in her claims
12 including, but not limited to, any future persons who may claim to have an interest in
13 her claims such as future successor in interest, as further detailed at Section III(U).

14
15 The Plaintiffs' Release is not intended to operate as, nor shall be construed as, a release
16 or waiver of any rights and/or claims that cannot be released or waived, including
17 worker's compensation benefits or vested employee benefits, as a matter of law.
18 Plaintiff acknowledges that she may discover facts or law different from, or in addition
19 to, the facts or law that Plaintiff now knows or believes to be true but agrees,
20 nonetheless, that the Plaintiff's Release shall be and remain effective in all respects,
21 notwithstanding such different or additional facts or Plaintiff's discovery of them.

22
23 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of the
24 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
25 and benefits, if any, of section 1542 of the Civil Code, which reads:

26
27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
28 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**

1 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
2 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
3 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
4 **DEBTOR OR RELEASED PARTY.**

5
6 E. All Terms Subject to Final Court Approval. All amounts and procedures described
7 in this Settlement Agreement herein will be subject to final Court approval.

8 F. Failure to Attain Court Approval. If the Court does not grant Preliminary Approval
9 or conditions Preliminary Approval on any material change to this Agreement, Class
10 Counsel and Defendants' Counsel will expeditiously work together on behalf of the
11 Parties by meeting in person or by telephone, and in good faith, to modify the
12 Agreement and otherwise satisfy the Court's concerns. However, no Party shall be
13 obligated to consent to any material change (including but not limited to changes to
14 the Gross Settlement Amount or material changes to the releases set forth herein) in
15 the Agreement, whether or not such material change is caused or requested by the
16 Court. The Court's decision to award less than the amounts requested for the Class
17 Counsel Award, Service Award, or Settlement Administration Costs shall not
18 constitute a material modification to the Agreement within the meaning of this
19 Paragraph. The Parties may also seek the assistance of Tripper Ortman, Esq., or
20 another mediator agreed upon by the Parties, to negotiate a potential amendment to the
21 Agreement to present to the court, with the costs split evenly between the Parties.

22 In the event that the Settlement Agreement is not preliminarily or finally approved by
23 the Court after the discussions detailed above, or if it fails to become effective, is
24 reversed, or withdrawn by the Court, this Settlement Agreement shall be void *ab initio*
25 and of no force or effect, and shall not be admissible in any judicial, administrative
26 or arbitral proceeding for any purpose or with respect to any issue, substantive or
27 procedural; the conditional class certification (obtained for any purpose) shall be void
28 *ab initio* and of no force or effect, and shall not be admissible in any judicial,

1 administrative or arbitral proceeding for any purpose or with respect to any issue,
2 substantive or procedural; and none of the Parties to this Settlement will be deemed
3 to have waived any claims, objections, defenses or arguments in the Action, including
4 with respect to the issue of class certification.

5 G. Enforcement of the Agreement: Each Party to this Agreement shall bear their own
6 attorneys' fees and costs incurred in this matter, except for the Class Counsel Award
7 approved by the court to be paid from the GSA. If either Party must institute legal
8 proceedings to enforce the terms of this Agreement due to a material breach of the
9 same by the other (not including a motion for preliminary or final approval), then the
10 prevailing Party shall be entitled to the recovery of their reasonable attorneys' fees and
11 costs. Moreover, Defendants shall bear the sole responsibility for the cost of a Court
12 ordered curative notice to the Settlement Class Members if the Court does not approve
13 utilizing the Gross Settlement Amount for such cost, and if the reason for a curative
14 notice stems from Defendants' failure to fully fund the Gross Settlement Amount.
15 Such cost shall not exceed \$9,925.00, which is the cost of the original Administration
16 Expenses detailed within this Agreement at Section I(KK).

17 H. Certification of the Class. The Parties stipulate to conditional class certification of the
18 Class for the Class Period for purposes of settlement only. In the event that this
19 Settlement is not approved by the Court, fails to become effective, or is reversed,
20 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
21 from obtaining a complete resolution of the Released Class Claims and Released
22 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
23 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
24 administrative or arbitral proceeding for any purpose or with respect to any issue,
25 substantive or procedural.

26 I. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendants' Counsel do not
27 intend anything contained in this Settlement Agreement to constitute advice regarding
28 taxes or taxability, nor shall anything in this Settlement Agreement be relied on as

1 such. Plaintiff, Class Counsel, Defendant, and Defendants' Counsel make no
2 representations as to the tax treatment or legal effect of the payments called for, and
3 Class Members and/or Aggrieved Employees are not relying on any statement or
4 representation by the Parties in this regard. Class Members and/or Aggrieved
5 Employees understand and agree that they will be responsible for the payment of any
6 taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved
7 Employees' individual shares of the Aggrieved Employee Payment described and will
8 be solely responsible for any penalties or other obligations resulting from their
9 personal tax reporting of Individual Settlement Payments and/or Aggrieved
10 Employees' individual shares of the Aggrieved Employee Payment.

11 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
12 the "acknowledging party" and each Party to this Agreement other than the
13 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
14 of this Agreement, and no written communication or disclosure between or among the
15 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
16 such communication or disclosure constitute or be construed or be relied upon as, tax
17 advice within the meaning of United States Treasury Department circular 230 (31 CFR
18 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
19 her or its own, independent legal and tax counsel for advice (including tax advice) in
20 connection with this Agreement, (b) has not entered into this Agreement based upon
21 the recommendation of any other Party or any attorney or advisor to any other Party,
22 and (c) is not entitled to rely upon any communication or disclosure by any attorney
23 or adviser to any other party to avoid any tax penalty that may be imposed on the
24 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
25 any limitation that protects the confidentiality of any such attorney's or adviser's tax
26 strategies (regardless of whether such limitation is legally binding) upon disclosure by
27 the acknowledging party of the tax treatment or tax structure of any transaction,
28 including any transaction contemplated by this Agreement.

1 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
2 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
3 Preliminary Approval and supporting papers, which shall include this Settlement
4 Agreement. Plaintiff will provide Defendants with a draft of the Motion and proposed
5 order at least five (5) business days prior to the filing of the Motion to give Defendants
6 an opportunity to review and comment upon the Motion.

7 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
8 establishing and administering the QSF; calculating, processing and mailing payments
9 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
10 mailing the Notice Packets to the Class Members as directed by the Court (and
11 translation of the same to Spanish); receiving and reporting the objections and requests
12 for exclusion (the identifies of those wishing to be excluded shall not be shared with
13 Plaintiff's Counsel); calculating, deducting and remitting all legally required taxes
14 from Individual Settlement Payments and distributing tax forms for the Wage Portion,
15 the Penalties Portion and the Interest Portion of the Individual Settlement Payments
16 and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
17 processing and mailing tax payments to the appropriate state and federal taxing
18 authorities; providing declaration(s) as necessary in support of preliminary and/or final
19 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
20 orders the Settlement Administrator to perform. The Settlement Administrator shall
21 keep the Parties timely apprised of the performance of all Settlement Administrator
22 responsibilities by among other things, sending a weekly status report to the Parties'
23 counsel stating the date of the mailing, the of number of opt outs from the Settlement
24 it receives (including the numbers of valid and deficient), and number of objections
25 received.

26 M. Notice Procedure.

27 1. Class Data. No later than fifteen (15) business days after the Preliminary
28 Approval Date, Defendants shall provide the Settlement Administrator with

1 the Class Data for purposes of preparing and mailing Notice Packets to the
2 Class Members.

3 2. Notice Packets.

4 a) After receiving the Class Data from Defendants, the Settlement
5 Administrator will perform a search based on the National Change of Address
6 Database or any other similar services available, such as provided by
7 Experian, for information to update and correct for any known or identifiable
8 address changes. Within twenty-one (21) days after receiving the Class Data,
9 the Settlement Administrator will mail a Class Notice in English and Spanish
10 (in a form substantially similar to the form attached as Exhibit A to this
11 Settlement Agreement) to all Class Members and/or Aggrieved Employees
12 via First-Class U.S. Mail, using the most current, known mailing addresses
13 identified by the Settlement Administrator.

14 b) Any Class Notice returned to the Settlement Administrator as
15 undeliverable on or before the Response Deadline will be sent promptly via
16 First-Class U.S. Mail to the forwarding address affixed thereto and the
17 Settlement Administrator will indicate the date of such re-mailing on the
18 Class Notice. If no forwarding address is provided, the Settlement
19 Administrator will promptly attempt to determine the correct address using a
20 skip-trace or other search, using the name, address, and/or Social Security
21 number of the Class Member and/or Aggrieved Employee, and perform a
22 single re-mailing within seven (7) calendar days.

23 c) Compliance with the procedures described herein above shall
24 constitute due and sufficient notice to Class Members of the Settlement and
25 shall satisfy the requirements of due process. Nothing else shall be required
26 of or done by the Parties, Class Counsel, or Defendant's Counsel to provide
27 notice of the Settlement.
28

1 3. Disputes Regarding Individual Settlement Payments. Class Members or
2 Aggrieved Employees will have the opportunity, should they disagree with
3 Defendants' records regarding the start and end dates of employment, to
4 provide documentation and/or an explanation to show contrary dates. Absent
5 evidence rebutting the accuracy of Defendant's records and data as they
6 pertain to the number of Workweeks and/or Pay Periods to be credited to a
7 disputing Class Member or Aggrieved Employee, Defendant's records will be
8 presumed to be correct and determinative of the dispute. However, if a Class
9 Member or Aggrieved Employee produces information and/or documents to
10 the contrary, the Settlement Administrator will evaluate the materials
11 submitted by the Class Member or Aggrieved Employee and the Settlement
12 Administrator will resolve and determine the number of eligible Workweeks
13 and/or Pay Periods that the disputing Class Member or Aggrieved Employee
14 should be credited with under the Settlement. The Settlement Administrator's
15 decision on such disputes will be final and non-appealable.

16 4. Disputes Regarding Administration of Settlement. Any disputes not resolved
17 by the Settlement Administrator concerning the administration of the
18 Settlement will be resolved by the Court under the laws of the State of
19 California. Before any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of
21 involving the Court.

22 5. Exclusions. Any Class Member wishing to be excluded from the Class
23 Settlement must submit a timely and valid Request for Exclusion to the
24 Settlement Administrator, by mail, postmarked on or before the Response
25 Deadline. The date of the postmark on the return mailing envelope will be
26 the exclusive means to determine whether a Request for Exclusion has been
27 timely submitted. The Settlement Administrator will certify jointly to Class
28 Counsel and Defendant's Counsel the number of timely and valid Requests

1 for Exclusion that are submitted. At no time will any of the Parties or their
2 counsel seek to solicit or otherwise encourage Class Members to request
3 exclusion from the Class Settlement. Any Class Member who submits a
4 Request for Exclusion is prohibited from making any objection to the Class
5 Settlement. Any Class Member who submits a timely and valid Request for
6 Exclusion will not be bound by the Class Settlement and will not be issued
7 an Individual Settlement Payment. Any Class Member who does not
8 affirmatively request exclusion from the Class Settlement by submitting a
9 timely and valid Request for Exclusion will be bound by all of the terms of
10 the Class Settlement, including and not limited to those pertaining to the
11 Released Class Claims, as well as any judgment that may be entered by the
12 Court if it grants Final Approval to the Settlement. Notwithstanding the
13 above, all PAGA Employees will be bound to the PAGA Settlement and will
14 be issued their Individual PAGA Payment, irrespective of whether they
15 submit a Request for Exclusion.

16
17 The Settlement Administrator may not reject a Request for Exclusion as
18 invalid because it fails to contain all the information specified in the Class
19 Notice. The Settlement Administrator shall accept any Request for
20 Exclusion as valid if the Settlement Administrator can reasonably ascertain
21 the identity of the person as a Class Member and the Class Member's desire
22 to be excluded. However, a request for exclusion excludes only that
23 particular individual, and any attempt to affect an opt-out of a group, class,
24 or subclass of individuals is not permitted and will be deemed invalid. The
25 Settlement Administrator's determination shall be final and not appealable
26 or otherwise susceptible to challenge. If the Settlement Administrator has
27 reason to question the authenticity of a Request for Exclusion, the Settlement
28 Administrator may demand additional proof of the Class Member's identity.

1 The Settlement Administrator's determination of authenticity shall be final
2 and not appealable or otherwise susceptible to challenge.

- 3 6. Objections. The Notice of Class Action Settlement contained in the Notice
4 Packet shall state that Class Members who wish to object to the Settlement
5 may submit to the Settlement Administrator a written statement of objection
6 ("Notice of Objection") by the Response Deadline. The postmark date of
7 mailing shall be deemed the exclusive means for determining that a Notice of
8 Objection was served timely. The Notice of Objection, if in writing, must be
9 signed by the Settlement Class Member and state: (1) the case name and
10 number; (2) the name of the Settlement Class Member; (3) the address of the
11 Settlement Class Member; (4) the last four digits of the Settlement Class
12 Member's Social Security number; (5) the basis for the objection; and (6) if
13 the Settlement Class Member intends to appear at the Final
14 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
15 to make objections in writing in the manner specified above may still make
16 their objections orally at the Final Approval/Settlement Fairness Hearing with
17 the Court's permission. Settlement Class Members will have a right to appear
18 at the Final Approval/Settlement Fairness Hearing to have their objections
19 heard by the Court regardless of whether they submitted a written objection.
20 At no time shall any of the Parties or their counsel seek to solicit or otherwise
21 encourage Class Members to file or serve written objections to the Settlement
22 or appeal from the Order and Final Judgment. Class Members who submit a
23 written request for exclusion may not object to the Settlement. Class Members
24 may not object to the PAGA Payment.

25 N. Allocation of the Gross Settlement Amount.

- 26 1. Calculation of Individual Settlement Payments. Individual Settlement
27 Payments shall be paid from the Net Settlement Amount and shall be paid
28 pursuant to the formula set forth herein. Using the Class Data, the Settlement

1 Administrator shall add up the total number of Workweeks for all Class
2 Members. The respective Workweeks for each Class Member will be divided
3 by the total Workweeks for all Class Members, resulting in the Payment Ratio
4 for each Class Member. Each Class Member's Payment Ratio will then be
5 multiplied by the Net Settlement Amount to calculate each Class Member's
6 estimated Individual Settlement Payments. Each Individual Settlement
7 Payment will be reduced by any legally mandated employee tax withholdings
8 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
9 Members who submit valid and timely requests for exclusion will be
10 redistributed to Settlement Class Members who do not submit valid and timely
11 requests for exclusion on a pro rata basis based on their respective Payment
12 Ratios.

13 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
14 Class Data, the Settlement Administrator shall add up the total number of
15 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
16 The respective PAGA Pay Periods for each Aggrieved Employees will be
17 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
18 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
19 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
20 Aggrieved Employee Payment to calculate each Aggrieved Employee's
21 estimated share of the Aggrieved Employee Payment.

22 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
23 Settlement Payments shall be allocated and treated as 20% wages ("Wage
24 Portion"), 10% as reimbursement, and 70% in consideration for the release
25 that settles claims for penalties, interest, and non-wage damages (collectively,
26 the "Non-Wage Portion"). The Wage Portion of the Individual Settlement
27 Payments shall be reported on IRS Form W-2 and the Non-Wage Portion of
28

1 the Individual Settlement Payments shall be reported on IRS Form 1099
2 issued by the Administrator.

3 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
4 Employee Settlement Payments shall be allocated and treated as 100%
5 penalties and shall be reported on IRS Form 1099.

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

17 6. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
18 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 and/or Aggrieved Employees' last known mailing address no later than fifteen
20 (15) business days after Defendants fund the second installment payment.

21 7. Expiration. Any checks issued to Settlement Class Members and Aggrieved
22 Employees shall remain valid and negotiable for one hundred and eighty (180)
23 days from the date of their issuance. If a Settlement Class Member and/or
24 Aggrieved Employees does not cash his or her settlement check within ninety
25 (90) days, the Settlement Administrator will send a letter to such persons,
26 advising that the check will expire after the 180th day, and invite that
27 Settlement Class Member and/or Aggrieved Employee to request reissuance
28 in the event the check was destroyed, lost, or misplaced. In the event an

1 Individual Settlement Payment and/or Aggrieved Employees' individual
2 share of the PAGA Payment check has not been cashed within one hundred
3 and eighty (180) days, all funds represented by such uncashed checks, plus
4 any interest accrued thereon, shall be transmitted to the State Controller's
5 Unclaimed Property Fund in the name of the individual who did not claim the
6 funds.

- 7 8. Service Award. In addition to the Individual Settlement Payment as a
8 Settlement Class Member and her individual share of the Aggrieved
9 Employee Payment, Plaintiff will apply to the Court for an award of not more
10 than \$10,000.00 as the Service Award. Defendants will not oppose a Service
11 Award of not more than \$10,000.00 for Plaintiff. The Settlement
12 Administrator shall pay the Service Award, either in the amount stated herein
13 if approved by the Court or some other amount as approved by the Court, to
14 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
15 days after Defendants fund the second installment payment. Any portion of
16 the requested Service Award that is not awarded to the Class Representative
17 shall be part of the Net Settlement Amount and shall be distributed to
18 Settlement Class Members as provided in this Agreement. The Settlement
19 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her
20 Service Award. Plaintiff shall be solely and legally responsible to pay any
21 and all applicable taxes on her Service Award and shall hold harmless the
22 Released Parties from any claim or liability for taxes, penalties, or interest
23 arising as a result of the Service Award. Approval of this Settlement shall not
24 be conditioned on Court approval of the requested amount of the Service
25 Award. If the Court reduces or does not approve the requested Service Award,
26 Plaintiff shall not have the right to revoke the Settlement, and it will remain
27 binding.

1 9. Class Counsel Award. Defendants will not oppose Plaintiff's Counsel's
2 request for Attorneys' Fees not to exceed one-third of the Gross Settlement
3 Amount *and* Attorneys' Expenses supported by declaration not to exceed
4 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Any awarded
5 Class Counsel Award shall be paid from the Gross Settlement Amount. Any
6 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
7 not awarded to Class Counsel shall be part of the Net Settlement Amount and
8 shall be distributed to Settlement Class Members as provided in this
9 Agreement. The Settlement Administrator shall allocate and pay the
10 Attorneys' Fees and Expenses to Class Counsel from the Gross Settlement
11 Amount no later than fifteen (15) calendar days after Defendants fund the
12 second, and final, installment payment. Class Counsel shall be solely and
13 legally responsible to pay all applicable taxes on the payment made pursuant
14 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
15 — MISC to Class Counsel for the payments made pursuant to this paragraph.
16 If the Court reduces or does not approve the requested Attorneys' Fees,
17 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
18 or to appeal such order, and the Settlement will remain binding.

19 10. PAGA Payment. Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall
20 be allocated from the Gross Settlement Amount for settlement of claims for
21 civil penalties under the Private Attorneys General Act of 2004 ("PAGA
22 Payment"). The Settlement Administrator shall pay seventy-five percent
23 (75%) of the PAGA Payment (\$37,500.00) to the California Labor and
24 Workforce Development Agency no later than fifteen (15) calendar days after
25 Defendants fund the second installment payment (hereinafter "LWDA
26 Payment"). Twenty-five percent (25%) of the PAGA Payment (\$12,500.00)
27 will be distributed to the Aggrieved Employees as described in this Agreement
28 (hereinafter "Aggrieved Employee Payment"). For purposes of distributing

1 the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee
2 shall receive their pro-rata share of the Aggrieved Employee Payment using
3 the PAGA Payment Ratio as defined above.

- 4 11. Settlement Administration Costs. The Settlement Administrator shall be paid
5 for the costs of administration of the Settlement from the Gross Settlement
6 Amount. The estimate of the Settlement Administration Costs is \$9,925.00.
7 The Settlement Administrator shall be paid the Settlement Administration
8 Costs no later than fifteen (15) calendar days after Defendants fund the second
9 installment payment.

- 10 O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
11 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
12 thirty (30) days following the expiration of the Response Deadline, which motion
13 shall request final approval of the Settlement and a determination of the amounts
14 payable for the Service Award, the Class Counsel Award, the PAGA Payment, and
15 the Settlement Administration Costs. Plaintiff will provide Defendants with a draft of
16 the Motion and proposed final approval order at least five (5) business days prior to
17 the filing of the Motion to give Defendants an opportunity to propose changes or
18 additions to the Motion.

- 19 1. Declaration by Settlement Administrator. No later than seven (7) calendar
20 days after the Response Deadline, the Settlement Administrator shall submit
21 a declaration in support of Plaintiff's motion for final approval of this
22 Settlement detailing the number of Notice Packets mailed and re-mailed to
23 Class Members, the number of undeliverable Notice Packets, the number of
24 timely requests for exclusion, the number of objections received, the amount
25 of the average, lowest, and highest Individual Settlement Payments, the
26 amount of the average, lowest, and highest Aggrieved Employee Payments,
27 the Settlement Administration Costs, and any other information as the Parties
28 mutually agree or the Court orders the Settlement Administrator to provide.

1 2. Final Approval Order and Judgment. Class Counsel shall present an Order
2 Granting Final Approval of Class Action Settlement to the Court for its
3 approval, and Judgment thereon, at the time Class Counsel files the Motion
4 for Final Approval.

5 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
6 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
7 Final Approval, including the proposed orders for both at least five (5) business days
8 in advance of filing with the Court. The Parties and their counsel will cooperate with
9 each other and use their best efforts to affect the Court's approval of the Motions for
10 Preliminary and Final Approval of the Settlement, and entry of Judgment.

11 O. Cooperation. The Parties and their counsel will cooperate with each other and use
12 their best efforts to implement the Settlement.

13 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
14 except such proceedings necessary to implement and complete the Settlement, pending
15 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

16 Q. Amendment or Modification. This Agreement may be amended or modified only by
17 a written instrument signed by all Parties or their successors-in-interest.

18 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
19 Agreement among these Parties, and no oral or written representations, warranties or
20 inducements have been made to any Party concerning this Agreement or its Exhibit
21 other than the representations, warranties and covenants contained and memorialized
22 in this Agreement and its Exhibit.

23 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate
25 this Agreement and to take all appropriate Action required or permitted to be taken by
26 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
27 documents required to effectuate the terms of this Agreement. The persons signing
28 this Agreement on behalf of Defendants represent and warrant that he/she is authorized

1 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
2 she is authorized to sign this Agreement and that she has not assigned any claim, or
3 part of a claim, covered by this Settlement to a third-party.

4 T. Confidentiality and Publication. Plaintiff and her counsel will keep the operative
5 complaint(s), PAGA letter, and this settlement confidential through preliminary
6 approval. Thereafter, Plaintiff and his counsel will further agree to keep this settlement,
7 operative complaint(s), and the PAGA letter confidential, including without limitation
8 no disclosures to current or former employees of the Released Parties, to the media, or
9 on any websites, blogs, social media, and/or online platforms. Exceptions to the
10 obligation of confidentiality in this section are: (i) disclosures necessary to comply
11 with the law, judicial process, or for financial planning or tax preparation purposes;
12 (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary
13 to provide settlement information to Class Members, and (iii) if any party seeks to
14 enforce any term or condition of this Agreement against any other party. Nothing
15 herein shall prevent Plaintiff's counsel from disclosing this settlement for purposes of
16 describing their qualifications as counsel in other cases or as required by a court, nor
17 shall any terms herein preclude Class Counsel from communicating with and fulfilling
18 its obligations to Class Members or Aggrieved Employees.

19 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
20 to the benefit of, the successors or assigns of the Parties, as previously defined.

21 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
22 shall be governed by and interpreted according to the laws of the State of California.

23 W. Counterparts. This Agreement may be executed in one or more counterparts by
24 facsimile, electronic signature, or email which for purposes of this Agreement shall be
25 accepted as an original. All executed counterparts and each of them shall be deemed
26 to be one and the same instrument. Any executed counterpart will be admissible in
27 evidence to prove the existence and contents of this Agreement.
28

- 1 X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant
4 factors, present and potential.
- 5 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
6 respect to the interpretation, implementation, and enforcement of the terms of this
7 Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing and enforcing the settlement and all orders and judgments
10 entered in connection with this Agreement.
- 11 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.
- 15 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
16 intend to pursue any claims against the Released Parties, including, but not limited to,
17 any and all claims relating to or arising from Plaintiff's employment with Defendants,
18 regardless of whether Class Counsel is currently aware of any facts or legal theories
19 upon which any claims or causes of action could be brought against Released Parties,
20 including those facts or legal theories alleged in the operative complaint in this Action.
21 The Parties further acknowledge, understand, and agree that this representation is
22 essential to the Agreement and that this Agreement would not have been entered into
23 were it not for this representation.
- 24 BB. No Admissions by the Parties. The Parties enter into this Settlement Agreement to
25 resolve the dispute that has arisen between them and to avoid the burden, expense, and
26 risk of continued litigation. In entering into this Settlement Agreement, Defendants do
27 not admit, and specifically deny, they have violated any laws; violated any regulations
28 or guidelines promulgated pursuant to any statute or any other applicable laws,

1 regulations, or legal requirements; breached any contract; violated or breached any
2 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
3 conduct with respect to their respective employees. Neither this Settlement
4 Agreement, nor any of its terms or provisions, nor any of the negotiations connected
5 with it, shall be construed as an admission or concession by Defendants of any such
6 violations or failures to comply with any applicable law. Except as necessary in a
7 proceeding to enforce the terms of this Settlement Agreement, this Settlement
8 Agreement and its terms and provisions shall not be offered or received as evidence in
9 any action or proceeding to establish any liability or admission on the part of
10 Defendants or to establish the existence of any condition constituting a violation of, or
11 a non-compliance with, federal, state, local, or other applicable law.

12 CC. Defendants' Right to Terminate the Settlement Agreement: Defendants shall have the
13 right at their sole discretion to terminate the Settlement if more than 5% of Class
14 Members timely elect to opt out of the Settlement, as determined by the Parties'
15 selected Settlement Administrator. If Defendants exercise its right under this
16 paragraph, Defendant shall be solely liable for administrative costs incurred by the
17 Settlement Administrator.

18 DD. Notice of Settlement to the LWDA. Pursuant to California Labor Code §
19 2699(s)(1)-(3), Class Counsel shall notify the LWDA of: (1) the Operative
20 Complaint; (2) the Settlement at the same time that the Settlement Agreement is
21 submitted to the Court; and (3) the Court's Final Approval Order and Judgment
22 (within 10 days after entry of the Final Approval Order and Judgment or order by
23 submitting the same).

24 EE. Use and Return of Class Data. Information and documents provided to Class
25 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of
26 the Class List provided to Class Counsel by Defendant in connection with the
27 mediation, other settlement negotiations, or in connection with the Settlement, may
28 be used only with respect to this Settlement, and no other purpose, and may not be

1 used in any way that violates any existing contractual agreement, statute, or
2 California Rules of Court rule. Not later than ninety (90) calendar days after the
3 Effective Date, Class Counsel shall destroy all paper and electronic versions of the
4 Class List or employee records (not including Plaintiff's) received from Defendant
5 unless, prior to the Effective Date, Defendant makes a written request to Class
6 Counsel for the return, rather than the destruction.

7 FF. Cooperation and Execution of Necessary Documents. All Parties and their counsel
8 will cooperate with each other in good faith and use their best efforts to implement
9 the Settlement, including and not limited to, executing all documents to the extent
10 reasonably necessary to effectuate the terms of this Settlement Agreement. If the
11 Parties are unable to reach agreement on the form or content of any document
12 needed to implement the Settlement Agreement, or on any supplemental provisions
13 that may become necessary to effectuate the terms of this Settlement Agreement, the
14 Parties may seek the assistance of the Mediator and then the Court to resolve such
15 disagreement.

16 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
17 Agreement:

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 01/07/2026

Stephanie Immings (Jan 7, 2026 11:38:26 PST)

3 STEPHANIE IMMINGS

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

5 DATED: _____

6 GREAT SUBS SC II, LLC

7
8 Printed Name

9
10 Title

11 DATED: _____

12 H & H WEST, LLC

13
14 Printed Name

15
16 Title

17 DATED: _____

18 GREAT SUBS, LLC

19
20 Printed Name

21
22 Title

23 DATED: _____

24 GREAT SUBS SC I, LLC

25
26 Printed Name

27
28 Title

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: _____

3 STEPHANIE IMMINGS

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

5 DATED: Jan 15, 2026

6 Hector Haget
Hector Haget (Jan 15, 2026 20:33:29 CST)

7 GREAT SUBS SC II, LLC

8 Hector Haget

9 Printed Name

10 CEO/Owner

11 Title

12 DATED: Jan 15, 2026

13 Hector Haget
Hector Haget (Jan 15, 2026 20:33:29 CST)

14 H & H WEST, LLC

15 Hector Haget

16 Printed Name

17 CEO/Owner

18 Title

19 DATED: Jan 15, 2026

20 Hector Haget
Hector Haget (Jan 15, 2026 20:33:29 CST)

21 GREAT SUBS, LLC

22 Hector Haget

23 Printed Name

24 CEO/Owner

25 Title

26 DATED: Jan 15, 2026

27 Hector Haget
Hector Haget (Jan 15, 2026 20:33:29 CST)

28 GREAT SUBS SC I, LLC

Hector Haget

Printed Name

CEO/Owner

Title

1 DATED: Jan 15, 2026

Hector Haget
Hector Haget (Jan 15, 2026 3:29 CST)

GREAT SUBS SC IV, LLC

Hector Haget

Printed Name

CEO/Owner

Title

6 DATED: Jan 15, 2026

Hector Haget
Hector Haget (Jan 15, 2026 3:29 CST)

GREAT SUBS SC III, LLC

Hector Haget

Printed Name

CEO/Owner

Title

12 DATED: Jan 15, 2026

Hector Haget
Hector Haget (Jan 15, 2026 3:29 CST)

J & H WEST, LLC

Hector Haget

Printed Name

CEO/Owner

Title

17 DATED: Jan 15, 2026

Hector Haget
Hector Haget (Jan 15, 2026 3:29 CST)

GREAT SUBS SOUTHERN CALIFORNIA, LLC

Hector Haget

Printed Name

CEO/Owner

Title

22 DATED: Jan 15, 2026

Hector Haget
Hector Haget (Jan 15, 2026 3:29 CST)

GREAT SUBS SC V, LLC

Hector Haget

Printed Name

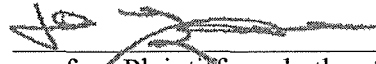
CEO/Owner

Title

1 IT IS SO AGREED AS TO FORM AND THE CONTENT OF PARAGRAPH III(T) REGARDING
2 PUBLICATION AND CONFIDENTIALITY:

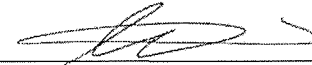
3 DATED: January 9, 2026

JCL LAW FIRM, A.P.C.

4 By: 
5 Attorneys for Plaintiff and the Settlement Class
6 Members

7 DATED: January 8, 2026

ZAKAY LAW GROUP, APLC

8 By: 
9 Attorneys for Plaintiff and the Settlement Class
10 Members

11 IT IS SO AGREED AS TO FORM:

12 DATED: January 16, 2026

SAGASER, WATKINS & WIELAND PC

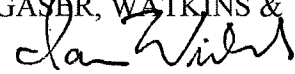
13 By: 
14 Ian B. Wieland, Esq.
15 Justin G. Donner, Esq.
16 Attorney for Defendants
17
18
19
20
21
22
23
24
25
26
27
28

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 No. 30-2024-01408266-CU-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 . 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 Qualified 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 you 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, 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 interest; 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. 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, 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.

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." **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 _____. 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.