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CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release ("Agreement") encompasses the consolidated Action that includes all claims and causes of action alleged in Guerra v. OS Restaurant Services, LLC (Class and PAGA Action) and alleged in Yarbrough v. OS Restaurant Services, LLC and Fleming's Prime Steakhouse & Wine Bar (Class and PAGA Actions), as further defined below.

Plaintiff Sonia Castaneda Guerra and Plaintiff Tre'Mayne Yarbrough are referred to herein collectively as the "Plaintiffs."

Defendants OS Restaurant Services, LLC and Fleming's Prime Steakhouse & Wine Bar are collectively referred to herein as "Defendants."

The Plaintiffs and Defendants are referred to herein as the "Parties."

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the "Released Class Claims" and "Released PAGA Claims" (as defined below) on a class and representative action basis pertaining to the "Released Parties" (as defined below) upon and subject to the terms and conditions contained herein.

Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

DEFINITIONS

1. Action

"Action" means the Consolidated Amended Complaint to be filed that incorporates all of the claims and causes of action from the following actions:

(a) the LWDA letter submitted by Plaintiff Guerra on May 8, 2023 regarding claims against OS Restaurant Services, LLC (the "Guerra LWDA Letter");

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(b) the First Amended Complaint filed by Plaintiff Guerra in the Northern District of California on September 17, 2024 (the "Guerra FAC");

(c) the LWDA letter submitted by Plaintiff Yarbrough on January 27, 2025 regarding claims against OS Restaurant Services, LLC (the "Yarbrough LWDA Letter");

(d) the Yarbrough Class Action filed January 27, 2025 in Los Angeles County Superior Court, Case No. 25STCV02304; and

(e) the Yarbrough PAGA Action filed April 3, 2025 in Los Angeles County Superior Court, Case No. 25STCV09771.

2. Class Counsel

"Class Counsel" means Matern Law Group, PC (counsel for Plaintiff Guerra) and James Hawkins APLC (counsel for Plaintiff Yarbrough).

3. Class Counsel Award

"Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of the Action, and Class Counsel's actual expenses and costs incurred and to be incurred in connection with the Action, as approved by the Court. Class Counsel may seek up to 33 1/3% of the Maximum Settlement Amount, plus reasonable costs, subject to Court approval, without any right of Plaintiffs to revoke the Settlement if the Court awards a lower amount.

4. Class Information

"Class Information" or "Class Data" means information regarding Class Members compiled from Defendants' records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Class Member's full name; last known address; social security number; Defendants' timekeeping data showing the number of workweeks worked by each Class Member in the Class Settlement Period and the number of pay periods worked by each PAGA Member in the PAGA Settlement Period; and additional information sufficient for the Settlement Administrator to determine the Eligible Workweeks and Eligible Pay Periods for each Class Member and each PAGA Member.

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5. Class Members

"Class" or "Class Members" means all current and former non-exempt employees of Defendants in California at any time during the Class Settlement Period.

6. Class Settlement Period

The "Class Settlement Period" is from July 13, 2019 to February 14, 2026.

7. Class Settlement

"Class Settlement" means the settlement and resolution of the Released Class Claims.

8. Class Representatives

The "Class Representatives" are Plaintiffs Sonia Castaneda Guerra and Tre'Mayne Yarbrough.

9. Class Representative Enhancement Awards

"Class Representative Enhancement Awards" means the amounts that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Class Payments and/or Individual PAGA Payments, in recognition of their efforts and risks in assisting with the prosecution of the Action and in return for executing a general release of claims with Defendants.

8. Class Representative Released Claims

"Class Representative Released Claims" means all known and unknown claims against the Released Parties, to the maximum extent permitted by law, including any Released Class and PAGA Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the California Labor Code, including, but not limited to, claims under the Private Attorneys General Act ("PAGA"), claims under the Fair Labor Standards Act ("FLSA"), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the

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Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representative's relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Each of the Class Representatives further covenant that they will not become a member of any other legal Action against the Released Parties asserting any of their Released Claims, and will opt out of any such Action if necessary. For the avoidance of doubt, this is a complete and general release of all claims to the maximum extent permitted by law.

The scope of this release does not include claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to California Labor Code Sections 132(a) and 4553).

9. Complaint

"Complaint" means the consolidated amended complaint to be filed by Plaintiffs Guerra and Yarbrough.

10. Court

"Court" means the Superior Court of California, County of Contra Costa, which the Parties agree will be the forum for approval proceedings.

11. Defendants

"Defendants" means OS Restaurant Services, LLC and Fleming's Prime Steakhouse & Wine Bar.

12. Effective Date

"Effective Date" means the date when both of the following have occurred: (a) the Court enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final. The judgment is final on the latest of the following dates: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Class Settlement and no appeal is filed, the day after the deadline has expired for filing a notice of appeal from the Judgment; or (c) if one or more

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Participating Class Members objects to the Class Settlement and a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

13. Eligible Workweeks

"Eligible Workweeks" or "Workweeks" means any workweek in which a Class Member worked for any amount of time for Defendants during the Class Period as shown by Defendants' timekeeping data for each Class Member.

14. Eligible Pay Periods

"Eligible Pay Period" or "Pay Periods" means any pay period in which a PAGA Member worked for any amount of time for Defendants during the PAGA Period, as shown by Defendants' timekeeping data for each PAGA Member.

15. Final Approval Hearing

"Final Approval Hearing" means the hearing at which the Court ascertains the fairness, reasonableness, and adequacy of the Settlement and decides whether the Settlement meets all requirements for final approval.

16. Final Judgment

"Final Judgment" or "Judgment" means a judgment issued by the Court approving this Agreement as binding upon the Parties following the Final Approval Hearing.

17. Individual PAGA Payment

"Individual PAGA Payment" means the amounts paid from the PAGA Payment to PAGA Members that shall in the aggregate comprise 25% of the PAGA Payment, namely Forty-Five Thousand Dollars ($45,000.00) as consideration for settlement of claims for civil penalties under the PAGA.

18. Individual Class Payment

"Individual Class Payment" means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a valid Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Class

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Payment.

19. LWDA

"LWDA" means the California Labor and Workforce Development Agency.

20. LWDA PAGA Payment

"LWDA PAGA Payment" means the amount of One-Hundred Thirty-Five Thousand Dollars and Zero Cents ($135,000.00) to be paid to the LWDA as its 75% share of the PAGA Payment, as consideration for settlement of claims for civil penalties under PAGA.

21. Maximum Settlement Amount

"Maximum Settlement Amount" or "MSA" means the total maximum amount payable under the terms of this Agreement by Defendants, which is the gross sum of $3,600,000.00 (Three Million Six Hundred Thousand Dollars and Zero Cents), subject to the Escalator Provision below, which includes: Individual Class Payments; Settlement Administrator Costs; the Class Representative Enhancement Awards; the Class Counsel Award; and the PAGA Payment to the LWDA and PAGA Members. Payment of the amount necessary to cover the employer's portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made by Defendants, separate and apart from the MSA.

The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

22. Escalator Provision

At the December 9, 2025 mediation, Defendants estimated and extrapolated the total number of Workweeks from July 13, 2019 to December 9, 2025 (the "Mediation Period") as 268,204. If, prior to the date of entry of the Approval Order and Judgment, the Parties agree or the Court finds that the actual number of Workweeks during the Mediation Period is more than ten percent (10%) above 268,204 (meaning more than 295,024 Workweeks), Defendants agree to increase the MSA in the amount $13.42 for each Workweek that exceeds 295,024. For example, if the total Workweeks equals 295,034, then the MSA shall increase by

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$134.20.

23. Net Settlement Amount

"Net Settlement Amount" means the Maximum Settlement Amount less the Court-approved Class Counsel Award, the Class Representative Enhancement Awards, the PAGA Payment, and the Settlement Administrator Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Class Payments.

24. Notice of Class Action Settlement

"Notice of Class Action Settlement" or "Notice" means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit A** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

25. PAGA

"PAGA" refers to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.

26. PAGA Members

"PAGA Members" means all Class Members who worked any Eligible Pay Periods at any time during the PAGA Period.

27. PAGA Notice Letters

"PAGA Notice Letters" refers to the Guerra LWDA Letter dated May 8, 2023 and the Yarbrough LWDA Letter dated January 27, 2025.

28. PAGA Payment

"PAGA Payment" means the portion of the Maximum Settlement Amount that shall be allocated to claims under the PAGA. The Parties agree to allocate One-Hundred Eighty Thousand Dollars and Zero Cents ($180,000.00) to the PAGA Payment. Seventy-five percent (75%) shall be payable to the LWDA (i.e., the LWDA PAGA Payment) and the remaining twenty-five percent (25%) shall be

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paid to PAGA Members as Individual PAGA Payments in settlement of all claims for PAGA penalties as defined in this Agreement.

29. PAGA Settlement Period

"PAGA Settlement Period" means the period from May 8, 2022 to February 14, 2026.

30. Participating Class Members

"Participating Class Members" means those Class Members who do not file a valid and timely Request for Exclusion.

31. Parties

"Parties" means Plaintiffs and Defendants, collectively.

32. Plaintiffs

"Plaintiffs" means Plaintiff Sonia Castaneda Guerra and Plaintiff Tre'Mayne Yarbrough.

33. Preliminary Approval Date

"Preliminary Approval Date" means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

34. Qualified Settlement Fund

"Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator which the Parties agree will be treated as a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, *et seq*.

35. Released Class Claims

"Released Class Claims" means all claims and/or causes of action against the Released Parties that were or could have been alleged based on the allegations in the Action, including all class claims stated in the Action alleging violations of California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221–224, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12,

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1194, 1194.2, 1195, 1197, 1197.1, 1198, 2698–2699.5, 2699, 2802; California Business & Professions Code § 17200 et seq.; IWC Wage Order No. 5-2001 §§ 3, 4, 5, 7, 11, 12, 20; California Code of Regulations, Title 8, § 11050 et seq.; California Civil Code §§ 3287, 3288, 1021.5; and 29 U.S.C. § 211(c). The Released Class Claims include the following:

(a) All claims for unpaid wages, including claims for minimum, regular, overtime, and double-time wages, the alleged failure to pay for all time worked, and the alleged failure to pay for all time worked at correct rates;

(b) All claims for meal period violations, including claims for short, late, missed, interrupted and/or improperly controlled meal periods, the failure to pay premium wages, the failure to pay premium wages at the correct regular rates, and the failure to properly record meal periods;

(c) All claims for rest break violations, including claims for short, late, missed, interrupted, and/or improperly controlled rest breaks, the failure to pay premium wages, and the failure to pay premium wages at the correct regular rates;

(d) All claims for the untimely payment of wages, including minimum, regular, overtime, and premium wages, to employees in violation of section 204 of the California Labor Code;

(e) All claims for the untimely payment of final wages and associated waiting time penalties under sections 201, 202 and 203 of the California Labor Code;

(f) All claims for the alleged failure to maintain required records, including payroll and timekeeping records;

(g) All claims for improper or inaccurate itemized wage statements, including any alleged violations of California Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Action;

(h) All claims for reporting time pay, including related claims that reporting time pay was not paid timely or at the correct rate;

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(i) All claims for any and all unreimbursed expenses, including but not limited to claims for unreimbursed costs incurred for personal cell phone use and personal vehicle use;

(j) All claims under the California Business & Professions Code (including Section 17200 et seq.) premised on the facts, claims, and causes of action alleged in the Action; and

(k) All claims for statutory penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the allegations in the Action.

The period of the release of Released Claims will be the Class Period for Participating Class Members in their capacities as Class Members.

36. Released PAGA Claims

"Released PAGA Claims" shall mean all claims and causes of Action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA") against the Released Parties that were or could have been alleged based on the PAGA Notice Letters and alleged in the Action, including all claims for civil penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 351, 2802, 2810.5, 510, 512, 516, 551, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1199, and 2698–2699.5; IWC Wage Orders 4-2001 and 5-2001, including §§ 3, 4, 7, 11, 12, and 20; and California Code of Regulations, Title 8, § 11050 et seq. The Released PAGA Claims also include the following:

(a) All claims for civil penalties under the PAGA based on the alleged failure to pay all wages earned, including minimum, regular, overtime, and double-time wages, the alleged failure to pay for all time worked, and the alleged failure to pay for all time worked at correct rates;

(b) All claims for civil penalties under the PAGA based on the alleged failure to provide compliant first and second meal periods, including claims for short, late, missed, interrupted and/or improperly controlled meal periods, the failure to pay premium wages, the failure to pay

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premium wages at the correct regular rates, and the failure to properly record meal periods;

(c) All claims for civil penalties under the PAGA based on the alleged failure to provide compliant rest breaks, including claims for short, late, missed, interrupted, and/or improperly controlled rest breaks, the failure to pay premium wages, and the failure to pay premium wages at the correct regular rates;

(d) All claims for civil penalties under the PAGA based on the alleged failure to pay wages on a timely basis, including minimum, regular, overtime, and premium wages to employees in violation of section 204 of the California Labor Code;

(e) All claims for civil penalties under the PAGA based on the alleged failure to provide accurate itemized wage statements, including any alleged violations of California Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice Letters and the Action.

(f) All claims for civil penalties under the PAGA based on the alleged failure to provide timely payment of final wages in violation of Sections 201 and 202 of the California Labor Code;

(g) All claims for civil penalties under the PAGA for the failure to maintain required records, including payroll and timekeeping records;

(h) All claims for civil penalties under the PAGA based on the alleged failure to reimburse employees for any and all business expenses;

(i) All claims for civil penalties under the PAGA based on the alleged failure to pay earned vacation/PTO wages fully and without forfeiture, including at separation.

(j) All claims for civil penalties under the PAGA for the failure to provide paid sick leave, including claims that paid sick leave was not provided or was not provided at the correct rate;

(k) All claims for civil penalties under the PAGA for unlawful deductions and withholdings from wages;

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(l) All claims for civil penalties under the PAGA for the failure to provide reporting time pay;

(m) All claims for civil penalties under the PAGA for the failure to provide required written hiring information to employees at the time of hire;

(n) All claims for civil penalties under the PAGA for the failure to provide all tips and gratuities;

(o) any other claims for civil penalties alleged in the Complaint and in the PAGA Notice Letters.

The period of the release of Released PAGA Claims will be the PAGA Settlement Period.

37. Released Parties

"Released Parties" means Defendants OS Restaurant Services, LLC and Fleming's Prime Steakhouse & Wine Bar and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns, and including Bloomin' Brands, Inc.

38. Request for Exclusion

"Request for Exclusion" means a Class Member's written letter indicating a request to be excluded from the Class Settlement which must contain: (a) the case name and number of the Action; (b) the Class Member's full name, present address, signature, telephone number, and last four (4) digits of Social Security number; (c) a statement electing to be excluded from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Specific details of how to submit a "Request for Exclusion" will be provided by the Notice of Class Action Settlement.

39. Response Deadline

"Response Deadline" means the date forty-five (45) calendar days after the

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Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit objections to the Class Settlement; or (c) dispute the information contained in the Notice of Class Action Settlement regarding the number of Eligible Workweeks to be credited to the Class Members. If the Forty-fifth (45th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

40. Settlement

"Settlement" or "Agreement" means this Class and Representative Action Settlement Agreement and Release.

41. Settlement Administrator

"Settlement Administrator" means Apex Class Action, LLC, the third-party company that is responsible for administering the settlement, mutually agreed to by the Parties and appointed by the Court upon Plaintiffs' motion for preliminary approval of this Settlement.

42. Settlement Administrator Costs

"Settlement Administrator Costs" means the amount of up to $21,990.00 to be paid to the Settlement Administrator from the Maximum Settlement Amount for administration of this Settlement. References herein to Action and responsibilities of the Settlement Administrator shall be to this Action and responsibilities it shall take as set forth in the Agreement.

43. Workweeks Dispute

"Workweeks Dispute" means a Class Member's written letter disputing the pre-printed information on the Notice of Class Action Settlement as to his or her Eligible Workweeks during the Class Period, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state that the Class Member disputes the number of Eligible Workweeks credited to him or her for the Class Period and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the

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Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

RECITALS

44. Procedural History

On May 8, 2023, Plaintiff Guerra filed the Guerra LWDA Letter with the Labor Workforce Development Agency.

On July 13, 2023, Plaintiff Guerra filed her putative class action complaint against OS Restaurant Services, LLC in Contra Costa County Superior Court, Case No. C23-01702.

On September 17, 2024, Plaintiff Guerra filed the Guerra FAC in the Northern District of California.

On January 27, 2025, Plaintiff Yarbrough filed the Yarbrough LWDA Letter and, the same day, filed the Yarbrough Class Action in Los Angeles County Superior Court, Case No. 25STCV02304.

On April 3, 2025, Plaintiff Yarbrough filed the Yarbrough PAGA Action in Los Angeles County Superior Court, Case No. 25STCV09771.

On December 9, 2025, the Parties participated in a consolidated mediation with Judge Angela Bradstreet, and agreed to a full settlement of the Action on December 16, 2025.

Before the mediation, Defendants produced extensive documentation including timekeeping and payroll data, policy documents, class size information, pay period and workweek information, and information regarding the hourly rates of the settlement class members. Defendants provided discovery sufficient to enable Plaintiffs and Class Counsel to rigorously evaluate the strengths and risks of the Action and to perform an analysis of the potential damages arising from the claims made in the Action.

45. No Admission

Defendants deny any liability or wrongdoing of any kind associated with the

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claims asserted in the Action. Defendants also dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action or in any other proceeding.

Defendants contend that at all times they have complied with all applicable state, federal and local laws related to the Class and PAGA Members' employment. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability or wrongdoing on the part of the Defendants collectively or individually, or an admission or notice that class or representative Action treatment would be allowed outside the settlement context.

Defendants contend that this Settlement cannot be used to support any claim that Defendants are on any sort of notice of a violation of the Labor Code, and thus this Settlement cannot be the basis for a claim for subsequent penalty violation rates under the Labor Code, including the PAGA, in any subsequent litigation.

Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent Action against or by Defendants to support a stay of any subsequent Action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

46. Benefits of Settlement to Class and PAGA Members

Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendants is fair, reasonable, and adequate, and in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding

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a class trial, and numerous potential appellate issues. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiffs in the Action. Defendants have also considered the risks of further litigation in reaching the decision to enter this Settlement. Even though Defendants continue to contend that they are not liable for any of the claims set forth by Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action.

47. Settlement of Disputed Claims

This Agreement is a compromise of disputed claims. Defendants have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Plaintiffs and Participating Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendants. Nothing contained in this Agreement, no documents referred to herein, and no Action taken to carry out this Agreement, may be construed or used as an admission by or against the Defendants or their Counsel, Plaintiffs, Participating Class Members, PAGA Members, or Class Counsel as to the merits or lack thereof of the claims asserted in the Action.

TERMS OF AGREEMENT

48. Release As To All Participating Class Members

Upon the Effective Date and full funding of the Settlement, Plaintiffs and all Participating Class Members in their capacities as Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged all the Released Parties of and from any and all Released Class Claims for the Class Period.

49. Release As To All PAGA Members

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Upon the Effective Date and full funding of the Settlement, as representatives of the State of California and on behalf of the LWDA, Plaintiffs and all PAGA Members fully and finally release the Released Parties from the Released PAGA Claims for the PAGA Period. These releases will take effect whether a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

50. Release of Claims by Plaintiffs

As of the Effective Date and full funding of the Settlement, Plaintiffs release the Released Parties from all the Class Representative Released Claims. Plaintiffs' release includes a waiver of all rights under California Civil Code § 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they know or believe to exist, but they expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against the Released Parties at the time of the execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendants.

51. Motion for Preliminary Approval

Class Counsel shall be responsible for preparing the Motion for Preliminary Approval. Class Counsel agrees to provide Counsel for Defendants with drafts of all documents they intend to submit in support of their Motion for Preliminary Approval at least five (5) court days in advance of filing to allow Counsel for Defendants a reasonable time to review and comment on such papers. Class Counsel shall make a good faith attempt to incorporate Counsel for Defendants' comments. In the event Class Counsel disagrees with any of Counsel for

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Defendants' comments, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Preliminary Approval being filed with the Court.

52. Settlement Administrator

Within twenty (20) business days following the date that the Court grants Preliminary Approval of this Agreement, Defendants shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendants, except that relevant information can be provided to Class Counsel, on an individual basis only, and only when necessary for Class Counsel to respond to specific inquiries or requests from individual Class Members.

The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendants and will only be used to administer the Settlement under the terms provided herein.

(a) Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days of receipt of the Class Information, the Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Class Members in English and Spanish via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a U.S. Postal Service National Change of Address database search to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the Action.

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(b) Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto, within three (3) business days of receipt of the returned undeliverable Notice of Class Action Settlement. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security Number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within three (3) business days of receiving notice that a Notice of Class Action Settlement was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline.

(c) Disputes Regarding Eligible Workweeks.

Class Members will have the opportunity to dispute the number of Eligible Workweeks stated on their Notice of Class Action Settlement by submitting a Workweeks Dispute, postmarked on or before the Response Deadline. If there is a Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine each Class Member's eligibility for, and the amounts of, their Individual Class Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Class Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendants' records will be given a rebuttable presumption of accuracy.

(d) Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will meet and confer in good faith to attempt to resolve the dispute without involving the Court.

(e) Exclusions.

(1) The Notice of Class Action Settlement shall state that Class

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Members who wish to exclude themselves from the Class Settlement must submit a Request for Exclusion by the Response Deadline.

(2) The date of the postmark on the mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Judgment entered in the Action pursuant to the Settlement.

(3) Any Class Member who requests to be excluded from the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the Class Settlement.

(4) Any Request for Exclusion has no effect to the PAGA Settlement; any Class Member who is also considered a PAGA Member will still be issued their Individual PAGA Payment and be bound by the PAGA Settlement, regardless of whether they submit a Request for Exclusion.

(5) No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Class who have submitted a timely and valid Request for Exclusion.

(f) Objections.

(1) The Notice of Class Action Settlement shall state that Participating Class Members who wish to object to the Class Settlement may do so in person (or other method of personal appearance permitted by the court, e.g., Zoom) at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by the Response Deadline. The date of the postmark on the envelope for the Notice of Ojection shall be deemed the exclusive means for determining that a Notice of

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Objection was timely received.

(2) The Notice of Objection must be signed by the Settlement Class Member and state: (a) the case name and number of the Action; (b) the full name and address of the objecting Settlement Class Member; (c) the factual and/or legal basis for the objection; (d) whether the Settlement Class Member is represented by counsel, and if so, identify said counsel; and (e) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is submitted with the Court along with the Motion for Final Approval.

(3) Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a Notice of Objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendants with this notice no later than the Response Deadline. Any Settlement Class Member who fails to submit a timely and complete Notice of Objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Class Settlement whether by appeal or otherwise.

53. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or file Requests for Exclusion, or to appeal from the Court's Judgment.

54. Motion for Final Approval

Class Counsel shall be responsible for preparing the Motion for Final Approval, and any Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Awards, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendants with drafts of all documents they intend to submit in support of their Motion for

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Final Approval and application for attorneys' fees and costs at least five (5) court days in advance of filing to allow Counsel for Defendants a reasonable time to review and comment on such papers. Class Counsel shall make a good faith attempt to incorporate Counsel for Defendants' comments. In the event Class Counsel disagrees with any of Counsel for Defendants' comments, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Preliminary Approval being filed with the Court. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order and Judgment.

55. Funding of the Qualified Settlement Fund

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions for paying the Maximum Settlement Amount into the QSF. The Settlement Administrator will also inform Defendants of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than twenty (20) calendar days after the Effective Date, Defendants shall fund the QSF.

56. Net Settlement Amount

(a) The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, the Class Representative Enhancement Awards, the PAGA Payment, and Settlement Administrator Costs from the Maximum Settlement Amount.

(b) This is a non-reversionary Settlement in which Defendants will pay the Maximum Settlement Amount. No portion of the Maximum Settlement Amount will revert to Defendants. The employer's share of payroll taxes and other required withholdings from Individual Class Payments designated as wages, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Maximum Settlement Amount. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees will be a part of the Net Settlement Amount and distributed to the Participating Class Members.

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57. Individual Class Payments

Individual Class Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows:

(a) After preliminary approval of the Settlement, using the Class Information (including Defendants' timekeeping data), the Settlement Administrator will compute the total number of Eligible Workweeks of all Class Members collectively during the Class Period, and this sum shall be known as the "Initial Workweek Total"; the Initial Workweek Total will be rounded to the nearest cent; the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the "Initial Workweek Value"); and the Settlement Administrator will multiply the number of Eligible Workweeks of a Class Member during the Class Period by the Initial Workweek Value to determine that Class Member's estimated Individual Class Payment.

(b) After final approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Period, and this sum shall be known as the "Final Workweek Total"; the Settlement Administrator will divide the final Net Settlement Amount by the Final Workweeks Total to determine the settlement value for each Eligible Workweek (the "Final Workweek Value"); the Final Workweek Value will be rounded to the nearest cent; and the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Period by the Final Workweek Value to determine that Participating Class Member's final Individual Class Payment.

(c) Individual Class Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) calendar days after Defendants fully fund the Settlement.

58. PAGA Payments

(a) A total amount of $180,000.00 from the Maximum Settlement

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Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of which will be paid to the LWDA as the LWDA PAGA Payment and the remaining twenty-five (25%) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Maximum Settlement Amount; in no event shall Defendants be required to pay in excess of the Maximum Settlement Amount.

(b) The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) calendar days after Defendants fully fund the Settlement.

(c) The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments shall be distributed on a *pro rata* basis based on the number of Eligible Pay Periods during the PAGA Period. Individual PAGA Payments will be paid from the remaining 25% of the PAGA Payment and shall be paid pursuant to the settlement formula as follows: The Settlement Administrator will first determine the total number of Eligible Pay Periods during the PAGA Period. The "Pay Period Value" will be equal to 25% of the PAGA Payment divided by the total number of Eligible Pay Periods credited to PAGA Members during the PAGA Period. The Pay Period Value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the Pay Period Value by the total number of Eligible Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within fifteen (15) calendar days after Defendants fully funds the Settlement.

59. <u>Class Representative Enhancement Awards</u>

Plaintiffs will make an application to the Court for Class Representative Enhancement Awards of up to $12,500.00 for each Plaintiff. The Class Representative Enhancement Awards shall be paid to Plaintiffs from the Maximum Settlement Amount no later than fifteen (15) calendar days after Defendants fully fund the Settlement. The Class Representative Enhancement Awards shall be in addition to any Individual Class Payment and Individual PAGA Payment that Plaintiffs may be eligible to receive. Any amount requested by Plaintiffs for the

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Class Representative Enhancement Awards and not granted by the Court shall be part of the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representative Enhancement Awards, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Maximum Settlement Amount on that basis.

60. Class Counsel Award

(a) Class Counsel will file a motion for attorneys' fees in the amount of $1,200,000.00, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of the Action, not to exceed $40,000, to be paid from the Maximum Settlement Amount. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) calendar days after Defendants fund the settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall be a part of the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

(b) This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Maximum Settlement Amount on that basis.

61. Tax Treatment

(a) The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. All Individual Class Payments shall be allocated as follows: 20% wages and 80% penalties, interest, and non-wage damages. The 20% wage portion of Individual Class Payments shall be subject to required withholdings and deductions by the Settlement Administrator and shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of

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payment as wage income to the Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties, for which a Form 1099 will be issued if required. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments under this Agreement. Defendants shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Maximum Settlement Amount. Any Plaintiff, any Participating Class Member, and any PAGA Member who receives an Individual Class Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

(b) Participating Class Members, PAGA Members, and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made to them pursuant to this Settlement. Defendants have not made any representations as to the taxability to any Participating Class Members of any portion of the Individual Class Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Enhancement Awards to the Class Representatives. The Notice will advise each Class Member and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendants, the Class Representative, and Class Counsel agree that each Class Member and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

62. No Tax Advice

Neither Plaintiffs, Class Counsel, nor Defendants' Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

63. Unclaimed Settlement Payment(s)

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(a) Individual Class Payment and Individual PAGA Payment checks shall be valid and negotiable for one hundred and eighty (180) calendar days after the mailing of the Individual Class Payment and Individual PAGA Payment checks, and thereafter, shall be canceled and any remaining funds attributable to unclaimed, undeliverable, or expired Individual Class Payment and/or Individual PAGA Payment checks shall be shall be tendered to The Justice Gap Fund maintained by The State Bar of California. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out, and Defendants will not be required to pay any interest on said amount.

(b) As part of the administration, one hundred (100) calendar days before the Individual Class Payment and Individual PAGA Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Participating Class Members and PAGA Members whose settlement checks were not returned undeliverable and who have not cashed, deposited, or otherwise negotiated their checks.

64. Payment of Settlement Administrator Costs

Upon filing the motion for Final Approval, Plaintiffs will request the Court to award an amount equal to the actual administration costs. The Settlement Administrator shall have the authority and obligation to make payments, credits, and disbursements to Participating Class Members and PAGA Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) calendar days after Defendants fully funds the Settlement. Any amount requested for the Settlement Administrator Costs and not granted by the Court shall be a part of the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

65. Settlement Administrator Responsibilities

(a) In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund

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distribution; using the Class Information to calculate each Class Member's approximate Individual Class Payment and each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing Notice of Class Action Settlement to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA Members as directed by the Court (including, but not limited to, the DE 9, the DE 9C, 1099s, W-2s and W-3s); receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, Participating Class Members, the LWDA, and PAGA Members; notifying the Parties of, and resolving any disputes regarding Eligible Workweeks; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

(b) Defendants and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Class Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

66. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement Awards; (iii) Individual Class Payments; (iv) PAGA Payments to the LWDA and PAGA Members; and (v) Settlement Administrator Costs.

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67. Final Approval Order

Plaintiffs will request, and Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and Judgment. Plaintiffs will request that the Final Approval Order and Judgment certify the Class for settlement purposes; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order and Judgment.

68. Settlement Dates

Description of the Task	Deadline
Class Counsel to provide Defendants' Counsel a draft Motion for Preliminary Approval for review and input	5 court days in advance of filing
Defendants to provide the Class Information to the Settlement Administrator	Within 10 business days following the date the Court grants Preliminary Approval
Settlement Administrator to mail the Notice of Class Action Settlement after receiving Class Information	10 calendar days after receipt of the Class Information
Settlement Administrator to re-mail any returned/undeliverable Notice with forwarding address or after skip-trace	3 business days after receipt of notice that the Notice was undeliverable
Response Deadline for Class Members to act (request exclusion, object in writing, or dispute workweeks)	45 calendar days after mailing of the Notice; if the 45th day falls on a Sunday or Federal holiday, extended to the next day USPS is open
New Response Deadline for Class Members who receive a re-mailed Notice	15 calendar days from the date of remailing or the original Response Deadline, whichever applies
Class Member Workweeks Dispute due date	Must be postmarked on or before the Response Deadline
Settlement Administrator to provide Parties a complete list of all timely, valid Requests for Exclusion	No later than 7 calendar days after the Response Deadline

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Defendants' option to nullify the Settlement if more than 10% of Class Members submit valid Requests for Exclusion	10 calendar days after notification by the Settlement Administrator of the total number of Requests for Exclusion
Class Counsel to provide Defendants' Counsel a draft Motion for Final Approval for review and input	5 court days in advance of filing
Settlement Administrator to send Defendants' Counsel the electronic wiring instructions for payment of the Maximum Settlement Amount into the QSF	No later than 7 calendar days after the Effective Date
Defendants to fund the Qualified Settlement Fund (QSF)	No later than 20 calendar days after the Effective Date
Settlement Administrator to mail Individual Class Payments	15 calendar days after Defendants fund the QSF
Settlement Administrator to pay the LWDA PAGA Payment	15 calendar days after Defendants fund the QSF
Settlement Administrator to mail Individual PAGA Payments	15 calendar days after Defendants fund the QSF
Settlement Administrator to mail the Class Representative Enhancement Awards	15 calendar days after Defendants fund the QSF
Settlement Administrator to mail the Class Counsel Award	15 calendar days after Defendants fund the QSF
Settlement Administrator to be paid the Settlement Administrator Costs	15 calendar days after Defendants fund the QSF
Settlement Administrator to send reminder postcards to Participating Class Members and PAGA Members whose checks remain uncashed and were not returned undeliverable	100 calendar days before the Individual Class Payment and Individual PAGA Payment checks expire
Expiration of Individual Class Payment and Individual PAGA Payment checks; disposition of unclaimed funds	Checks valid for 180 calendar days after mailing; after expiration, remaining funds tendered to The Justice Gap Fund maintained by the State Bar of California

69. Nullification of Agreement

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(a) In the event: (1) the Court denies preliminary approval of the Settlement; (2) the Court denies final approval of the Settlement; (3) the Court refuses to enter a Judgment as provided herein; or (4) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

(b) To the extent that more than 10% of Class Members submit valid and timely Requests for Exclusion, Defendants shall have the option to nullify this Settlement within ten (10) calendar days after notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Class Counsel. If Defendants exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendants for terminating the Settlement.

70. <u>Conditional Class Certification</u>

(a) The Parties agree to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in this Action.

(b) If, for any reason, the Settlement is not approved, the Parties agree to attend mediation again with the same mediator, in an effort to reach a settlement that will be approved by the Court, with the costs to be split evenly by the Parties.

(c) If, even after the second mediation, the Agreement is ultimately not approved by the Court, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or not decertified, or that

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this matter may proceed as a representative action; or (ii) Defendants are liable to Plaintiffs or any Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendants expressly reserve all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes.

71. No Publicity

(a) Prior to preliminary approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval or to make other disclosures jointly agreed to by the Parties in advance as necessary to effectuate the Settlement.

(b) Before and after approval of this Settlement, Plaintiffs and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the Settlement.

(c) Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means that Plaintiffs and Class Counsel will not issue press releases, communicate with or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. However, after preliminary approval is granted, and for the limited purpose of allowing Class Counsel to prove adequacy as Class counsel in other actions, or for purposes of seeking court approval of comparable Class settlements, Class Counsel may disclose information available in the public venue about the Settlement.

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(d) Nothing herein restricts Class counsel from fulfilling its obligations, on behalf of Plaintiffs, to submit documents and information required to be submitted to the LWDA pursuant to PAGA regarding the Settlement of the Action. Nothing herein restricts Class Counsel from fulfilling its duties to Class Members and PAGA Members. Class Counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a class and representative action basis, but only for the reason of detailing the experience of counsel. Plaintiffs and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

72. No Effect on Employee Benefits

Class Representative Enhancement Awards, Individual Class Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiff, Participating Class Members, and PAGA Members. The Parties agree that any Class Representative Enhancement Awards, Individual Class Payments, and Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Defendants. Further, any Class Representative Enhancement Awards, Individual Class Payments, and Individual PAGA Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

73. Representation

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

74. Exhibits and Headings

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive

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headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

75. Interim Stay of Proceedings

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

76. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

77. Entire Agreement

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

78. Authorization to Enter into Agreement

(a) Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

(b) The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this

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Agreement on behalf of the Defendants represents and warrants that he or she is authorized to sign this Agreement on behalf of the Defendants. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

79. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

80. California Law Governs

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

81. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

82. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

83. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiffs, on behalf of themselves, the Participating Class Members, and the State of California with respect to PAGA Members pursuant to

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the Private Attorneys General Act, and Defendants have executed this Agreement as of the dates set forth below.

Date: Apr 28, 2026

By: Sonia castaneda Guerra
Sonia castaneda Guerra (Apr 28, 2026 15:44:24 PDT)
Sonia Castaneda Guerra, Plaintiff

Date: 5/6/2026

By: DocuSigned by: Tremayne Yarbrough 1D71D2E59859468...
Tre'Mayne Yarbrough, Plaintiff

Date: April 29, 2026 | 10:47:52 AM PDT

By: DocuSigned by: 5F16088E673A477...
Authorized Agent for Defendants
OS Restaurant Services, LLC and
Fleming's Prime Steakhouse & Wine Bar

APPROVED AS TO FORM:

Date: 4/28/26

By: Launa W.
Launa Adolph
Matern Law Group, PC
Counsel for Plaintiff Guerra

Date: 5/6/26

By: James R. Hawkins
James Hawkins
James Hawkins APLC
Counsel for Plaintiff Yarbrough

Date: 4/29/2026

By: Michael J. Nader
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