CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Class Notice (hereinafter "Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiff NICKY JAMES MALDONADO ("Plaintiff Maldonado") and Plaintiff EDITH ROJAS ("Plaintiff Rojas") (together, "Plaintiffs"), individually, and on behalf of all others similarly situated and aggrieved employees and Defendant MARAVILLA FOUNDATION ("Defendant"). Plaintiffs and Defendant are collectively referred to herein as "the Parties."

This Settlement Agreement shall be binding on Plaintiffs, Participating Class Members (as defined below), the California Labor & Workforce Development Agency (the "LWDA") with respect to the PAGA Members (as defined below), and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

The following are certain definitions applicable to this Agreement. Definitions contained elsewhere in the body of this Agreement shall also be effective.

1. "Action" means collectively, the lawsuit entitled *Nicky James Maldonado, et al. v. Maravilla Foundation,* Los Angeles County Superior Court, Case No. 23STCV10424.

2. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Lawsuit, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 56 below.

3. "Class Complaint" means the Class Action Complaint for Damages filed in the Class Action on May, 9, 2023.

4. "Class Counsel" means Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Erica Stepanian of Lawyers *for* Justice, PC, counsel for Plaintiffs, who will seek to be appointed counsel for the Class.

5. "Class Data" means a complete list of all Class Members and PAGA Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement

Administrator on one spreadsheet and shall include the Class Members' and PAGA Members' full names; last known addresses; telephone numbers; Social Security Numbers; and dates of employment and/or number of Workweeks worked as non-exempt or hourly employees of Defendant during the Class Release Period and the PAGA Release Period for each Class Member and PAGA Member.

6. "Class Period" or "Class Release Period" means May 9, 2019 through either (a) April 18, 2025, or (b) if applicable, the Alternative End Date. Defendant has elected the Alternate End date agreed to in the Mediator's Proposal by the Parties to define the Class Period and PAGA period, respectively, as ending on the date the number of work weeks equals 37,392.

7. "Class Representative" means Nicky James Maldonado, individually and in his capacity seeking to act as class representative.

8. "Class Settlement" means the settlement and release of the Released Class Claims.

9. "Court" means the Superior Court of the State of California for the County of Los Angeles.

10. "Defendant" means Maravilla Foundation.

11. "Defendant's Counsel" or "Defense Counsel" means Malek & Malek Law Offices by Jeffrey Malek and Laura Lewis.

12. "Effective Date" means, if no individuals intervene and there are no objections, when all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Class, providing them with sixty (60) calendar days after the initial mailing of the Notice to dispute information contained in the Notice, to opt out of the Class Settlement, or to object to the Class Settlement; and (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement. If any individual intervenes and/or there is an objection, this Settlement shall become effective only when the following additional events have occurred (i) final affirmation of the Final Approval from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval, or if review is granted, the date of final affirmation of the Final Approval following review pursuant to that grant; or (ii) the date of final

dismissal of any appeal from the Final Approval or the final dismissal of any proceeding to review the Final Approval, provided that the Final Approval is affirmed and/or not reversed in any part; (iii) if no individuals intervene but objections are filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final Approval of the Settlement, as determined under Rule 8.104(a) of the California Rules of Court.

13. "Enhancement Awards" means the amount to be paid to the named Plaintiffs as enhancement for their role as Class and PAGA Representatives, and for the risks and work attendant to that role and in exchange for a general release against Defendant, as set forth in in Paragraph 55 below. The Enhancement Awards shall be paid from the Total Settlement Amount.

14. "Final Approval" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

15. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval

16. "Individual PAGA Payment" means the payment of each PAGA Member's *pro rata* share of the 35% portion of the PAGA Penalty Amount, as provided in Paragraph 58(b).

17. "Individual Settlement Payment" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 58 below.

18. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Settlement Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 58(a).

19. "Judgment" means the judgment entered in the Final Approval Order and Judgment.

20. "Net Settlement Amount" means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members for the Class Settlement, which is the Total Settlement Amount less the Court-approved Enhancement Awards, Settlement Administration Costs, PAGA Penalty Amount, and Attorneys' Fees and Costs.

21. "Notice" means the Notice of Proposed Class Action Settlement, attached as Exhibit "A."

22. "Notice of Objection" means a Settlement Class Member's written objection to the Class Settlement, which must include: (a) the case name and number of the Class Action; (b) the objector's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.

23. "Objecting Settlement Class Member" means a Settlement Class Member who submits a valid and timely objection to the Class Settlement pursuant to Paragraph 73(c) below.

24. "Operative Complaint" means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed on June 30, 2025 in the Action.

25. "PAGA" means California Private Attorney General Act, Labor Code sections 2698, *et seq.*

26. "PAGA Group" or "PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period.

27. "PAGA Notice" means the March 14, 2025 letter Plaintiff Rojas sent to the LWDA and to Defendant, providing written notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including and not limited to, Wage Orders No. 4-2001 and 16-2001.

28. "PAGA Pay Periods" means the number of pay periods each PAGA Member was employed by Defendant as a non-exempt, hourly paid employee in California during the PAGA Period, which will be calculated by the Settlement Administrator by totaling the number of pay periods worked by each PAGA Employee using the PAGA Employee's hire date and either (1) the PAGA Member's

date of separation of employment, for former employees, or (2) Effective Date, for current employees, with one day worked in a given week credited as a week worked for the purposes of calculation.

29. "PAGA Penalty Amount" means the portion of the Total Settlement Amount that the Parties have allocated toward civil penalties under PAGA, for the PAGA Settlement, as set forth in Paragraph 54. From this amount, 65% will be paid to the LWDA and 35% will be distributed to PAGA Group Members.

30. "PAGA Release Period" means March 14, 2024 through either (a) April 18, 2025, or (b) if applicable, the Alternative End Date.

31. "PAGA Representative" means Edith Rojas.

32. "Participating Class Members" means all Settlement Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement.

33. "Plaintiffs' Released Claims" means the claims released by Plaintiffs pursuant to this Agreement.

34. "Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

35. "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA

Notice and Operative Complaint in the Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint in the Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001and 16-2001) for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

36. "Released Parties" means Defendant Maravilla Foundation and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

37. "Exclusion" means: (1) a Settlement Class Member's written letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion"). The Request for Exclusion must: (a) contain the case name and number of the Class Action; (b) be signed by the Settlement Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Settlement Class Member requesting exclusion; and (d) clearly state that the Settlement Class Member does not wish to be included in the Class Settlement and/or (2) a Settlement Class Member's written settlement agreement and release with Defendant, who has been represented by counsel, of claims arising under the California Labor Code and any California Wage Order and any other claims.

38. "Response Deadline" means the deadline by which Settlement Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them,

which shall be the date that is sixty (60) calendar days from the initial mailing of the Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Settlement Class Member, the Response Deadline for that Settlement Class Member shall be the extended by fifteen (15) calendar days from the initial mailing of the Class Notice.

39. "Settlement Administrator" refers to ILYM Group, Inc. ("ILYM Group"), as the third-party settlement administrator mutually agreed to by the Parties, that will provide the Notice to the Settlement Class Members and distribute the Settlement Payments as described in this Agreement.

40. "Settlement Administration Costs" means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this settlement, as set forth in Paragraph 57 below.

41. "Settlement Class" or "Settlement Class Members" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period.

42. "Total Settlement Amount" or "TSA" means the amount of Six Hundred Thousand Dollars ($600,000.00) to be paid by Defendant, on a non-reversionary basis, in full resolution of all Released Class Claims, Released PAGA Claims, and the Action, which includes all Attorneys' Fees and Costs, Enhancement Awards, PAGA Penalty Amount, Net Settlement Amount to be paid to the Participating Class Members, and Settlement Administration Costs. The employer's share of taxes on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Total Settlement Amount, as provided in Paragraph 59 below.

43. "Workweeks" means the number of weeks each Settlement Class Member and/or PAGA Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Release Period and/or PAGA Release Period, which will be calculated by the Settlement Administrator based on information provided by Defendant by way of Class Data, by counting each week during the

Class Release Period and/or the PAGA Release Period during which the Settlement Class Member and/or PAGA Member as applicable, was employed by Defendant as a non-exempt employee in California.

44. "Workweeks Dispute" means a Class Member's written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or PAGA Pay Periods credited to them, 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 of the number of Workweeks and/or PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

THE LITIGATION

45. On May 9, 2023, Plaintiff Maldonado filed a Class Action Complaint for Damages against Defendant Maravilla Foundation, in the Superior Court of California for the County of Los Angeles, Case No. 23STCV10424) (the "Action"), alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Failure to Pay Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure to Provide Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197, and 1197.1 (Failure to Pay Minimum Wages), (5) California Labor Code §§ 201 and 202 (Failure to Timely Pay Final Wages), (6) California Labor Code § 204 (Failure to Timely Pay Wages During Employment), (7) California Labor Code § 226(a) (Failure to Provide Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payrolls Records); (9) California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses); and (10) Violation of California Business and Professions Code §§ 17200, *et seq.*, on behalf of a putative class of all current and former hourly-paid or non-exempt employees who worked for Defendant Maravilla Foundation within the State of California at any time since May 9, 2019, and putative subclasses.

46. On March 14, 2025, Plaintiff Rojas provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff Rojas alleged that Defendant violated.

47. On June 30, 2025, Plaintiff Maldonado filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"), thereby adding Edith Rojas as an additional plaintiff and adding a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq*. ("PAGA"), on behalf of the State of California in connection with Plaintiff Rojas and aggrieved employees.

48. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully, finally, and forever settle the Action, Released Class Claims, and Released PAGA Claims.

49. Class Counsel in the Action diligently investigated the allegations asserted in the Action and evaluated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of numerous corporate policies and practices.

50. On September 10, 2024, the Parties participated in an all-day mediation with a highly-respected and neutral mediator with substantial class-action expertise, Jeffrey Fuchsman, Esq. (the "Mediator"), in an attempt to resolve Plaintiff Maldonado's claims. The mediation session was successful permitting the Parties to attend a second mediation session after production by Defendant of requested and agreed financial records. On March 19, 2025, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arms-length, and the settlement is a result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel have determined that the settlement with Defendant for the consideration

and on the terms set forth herein is fair, reasonable, and adequate, and is in the best interest of the Class Members, the State of California, and PAGA Members in light of all known facts and circumstances, including the defenses asserted by Defendant, risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

51. The Parties agree that this Settlement Agreement resolves the pending class and representative claims in the Action. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

52. **No Escalator On Defendant's Election of Alternative End Date of Class Release Period Per Parties' Agreement At Settlement and Per Parties' Agreement of PAGA Release Period At Settlement**. Pursuant to the Mediation settlement and Memorandum of Understanding of the Parties, "The settlement is based on an estimate that there are 33,993 workweeks as of March 19, 2025. If the number of workweeks worked by class members during the Class Period exceeds 37, 392 (i.e., 10% more than the number of estimated workweeks as of March 19, 2025, then, **at Defendant's option**, the settlement will either increase by 1% over the 10% threshold, or the Class Period and PAGA Period, respectively, will end on the date the number of workweeks equals 37, 392." This is known to the Parties as the Alternate End Date. Defendant has elected the Alternate End Date for the Class Period and PAGA Period, respectively, to end on the date the number of workweeks equals 37,392.

SETTLEMENT TERMS

In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

53. **Total Settlement Amount**. Subject to final Court approval, and in consideration for the releases described in this Agreement, within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar days of the

Effective Date, Defendant shall pay a one-time deposit of the Total Settlement Amount of Six Hundred Thousand Dollars ($600,000.00), along with any employer-side tax obligations associated with the Total Settlement Amount of this Settlement Agreement, into a settlement account to be established by the Settlement Administrator, to resolve the Action, including to resolve all claims asserted against Defendant. Within seven (7) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to all Participating Class Members; (b) Individual PAGA Payments to PAGA Member; (c) Attorneys' Fees and Costs to Class Counsel; (d) Enhancement Awards to Plaintiffs; (e) Settlement Administration Costs to the Settlement Administrator; and (f) LWDA Payment to the LWDA. Except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Total Settlement Amount.

54. **PAGA Penalty Amount.** Subject to approval by the Court, the Parties agree that the amount of seventy-five thousand dollars ($75,000.00) from the Total Settlement Amount shall be allocated to satisfy claims for civil penalties under PAGA (i.e., the PAGA Penalty Amount), of which sixty-five percent (65%) or $48,750.00 , will be distributed to the LWDA ("LWDA Payment") and thirty-five percent (35%) or $26,250.00, will be distributed to the PAGA Members on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

55. **Enhancement Awards.** In recognition of their efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Awards in an amount up to seven thousand five hundred dollars ($7,500.000) to each Plaintiff, in the combined amount of $15,000.00. The Enhancement Awards, which will be paid out of the Total Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payment and/or Individual PAGA Payment that is to be paid pursuant to the Settlement. The Parties acknowledge and agree that the Enhancement Awards payment is not a wage payment representing compensation for services rendered or other unpaid income otherwise owed to Plaintiffs from Defendant or the Released Parties, but rather is characterized as a non-wage payment attributable to the Plaintiffs' role as potential

and actual Settlement Class and PAGA representatives, and for the risks and work attendant to that role. As such, income or employment tax withholdings or other deductions will not be made from the payment of Enhancement Awards, but it shall be reported on an IRS Form 1099 or similar form to the appropriate taxing authorities. Any amount of the requested Enhancement Awards not awarded to Plaintiffs by the Court shall be part of the Net Settlement Amount to be paid to all Participating Class Members on a *pro rata* basis.

56. **Attorneys' Fees and Costs.** Class Counsel will request, and Defendant agrees not to oppose attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to $210,000.00) of the Total Settlement Amount of $600,000.00) and actual litigation costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed $20,000.00 to Class Counsel, both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any amounts of attorney fees or costs not awarded by the Court to Class Counsel shall be part of the Net Settlement Amount to be paid to all Participating Class Members on a *pro rata* basis. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

57. **Settlement Administrator Costs.** The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Eight Thousand Five Hundred Dollars ($8,500.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice into Spanish, printing, distributing, and tracking Notices and other documents for this settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth

herein to process this settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Participating Class Members.

58. **Individual Settlement Share and PAGA Payment**. Settlement Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and PAGA Members shall not be required to submit a claim in order to receive a share of the PAGA Penalty Amount, and no portion of the Total Settlement Amount shall revert to Defendant. The Settlement Administrator will use the Class Data provided by Defendant to calculate each Participating Class Member's Individual Settlement Shares and each PAGA Member's Individual PAGA Payments based on the following formulas:

(a) Individual Settlement Share Calculations:

i. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Estimated Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

ii. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

(b) Individual PAGA Payment Calculations: Individual PAGA Payments will be calculated and apportioned from the 35% of the PAGA Penalty Amount payable to PAGA Members, based on the PAGA Members' Workweeks during the PAGA Release Period, as follows: the Settlement Administrator will divide 35% of the PAGA Penalty Amount by the Workweeks of all PAGA Members

during the PAGA Release Period to yield the "PAGA Workweek Value," and multiply each PAGA Members' individual Workweeks during the PAGA Release Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

59. **Allocation of Individual Settlement Payments**. Each Individual Settlement Payment will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be paid as wages subject to withholding of all applicable local, state, and federal taxes; and eighty percent (80%) will be paid as interest and as civil penalties (pursuant to, e.g., California Labor Code sections 203, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the civil penalties and interest allocations. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Total Settlement Amount.

60. **Settlement Payments Do Not Give Rise to Additional Benefits**. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Settlement Class Member to additional compensation or benefits under any company bonus, contest or incentive, other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement Payments provided for in this Agreement are the sole payments to be made by Defendant or any Released Party to the Settlement Class Members and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments

(notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement), including those of the Released Parties. Except for the Class Representative, Settlement Class Members are not eligible to receive any compensation other than an Individual Settlement Payment or Individual PAGA Payment, if applicable.

61. **Stipulated Class Certification and Representative Treatment**. Plaintiffs and Class Counsel and Defendant and Defendant's Counsel agree to the certification of the Settlement Class identified above and that the PAGA Members are appropriate for representative treatment for the sole purpose of effectuating this Settlement. Should, for whatever reason, the Settlement not become final, the fact that Plaintiffs and Defendant were willing to stipulate to class certification and/or representative treatment as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Class Action or representative treatment would be appropriate in a non-settlement context in the PAGA Action. Defendant expressly reserves the right to oppose class certification and/or representative treatment should the Settlement not become final.

62. **Denial of Liability**. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action, and contends that the Action is not suitable for class certification and/or representative treatment. The Parties expressly acknowledge that this Settlement is entered into solely for the purpose of compromising highly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant or any of the Released Parties. Neither this Agreement nor any document prepared in connection with the Settlement may be used or admitted in any proceeding by Plaintiffs, or any person within the Class, or any third party, as an admission by Defendant or any of the Released Parties. However, this paragraph and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

63. **Tax Liability.** Class Counsel, Defendant, and Defendant's Counsel make no representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and Plaintiffs and the Participating Class Members are not relying on any statement or representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Settlement Amounts described herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, are changed after the date of this Agreement, the processes set forth in this paragraph may be modified in a manner to bring Defendant into compliance with any such changes.

64. **Release of Released Class Claims.** Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff Maldonado and all Settlement Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Member), will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

65. **Release of Released PAGA Claims.** Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff Rojas, the State of California with respect to all PAGA Members, and all PAGA Members, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released PAGA Claims.

66. Plaintiff Maldonado, on behalf of himself and the Participating Class Members, acknowledges and agrees that the claims asserted in the Action, including but not limited to claims for unpaid wages, unreimbursed expenses, missed meal and rest breaks, and untimely payment of wages in the Action, are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representative, on behalf of himself and the Participating Class Members, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

> An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

67. **General Release of Claims by Plaintiffs**. In addition, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully released and discharged the Released Parties of and from all claims arising from his employment with Defendant, separation of employment from Defendant, and any acts that could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 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.**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement

Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiffs' claims. This Release excludes any release that cannot be made as a matter of law.

68. **Disputes Regarding Settlement Administration**. All disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

69. No person shall have any claim against Defendant, Defendant's Counsel, any of the Released Parties, Plaintiffs, Participating Class Members, or Class Counsel based on mailings, distributions and payments made in accordance with this Settlement.

NOTICE/APPROVAL OF SETTLEMENT, SETTLEMENT IMPLEMENTATION

70. To the extent necessary to facilitate the Court's approval of the Settlement, Defendant shall provide the financial documentation produced to Plaintiff's counsel as a basis for continuing the mediation of September 10, 2024 to demonstrate Defendant's financial situation for the settlement, and for *in camera* review with the Court.

71. **Notice**. A Notice of Proposed Class Action Settlement in approximately the form attached hereto as "**Exhibit A**" and as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members and PAGA Members by First-Class U.S. Mail. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Settlement Class.

(a) Within fifteen (15) calendar days from the date of Preliminary Approval of this

Settlement by the Court, Defendant shall provide Class Data to the Settlement Administrator.

(b) Within fifteen (15) calendar days after the Class Data is provided to the Settlement Administrator, the Settlement Administrator will run a check of the Settlement Class Members' and PAGA Members' addresses against those on file with the U.S. Postal Service's National Change of Address List; this check will be performed only once per Settlement Class Member and/or PAGA Members by the Settlement Administrator. The Settlement Administrator will mail the Notice to the Settlement Class Members by First-Class U.S. Mail.

(c) Notices returned to the Settlement Administrator as non-deliverable during the sixty (60) calendar-day period shall be resent to the forwarding address, if any, on the returned envelope within five (5) calendar days. A returned Notice will be forwarded only once per Settlement Class Member by the Settlement Administrator. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Settlement Class Member's Social Security number; this search will be performed only once per Settlement Class Member by the Settlement Administrator and re-mail the Notice within five (5) calendar days. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Settlement Class Member. The affected Settlement Class Member shall remain a member of the Class and shall be bound by all the terms of the Settlement and the Judgment.

72. The Settlement Administrator will not send any reminder notices of any nature to the Settlement Class Members.

73. **Settlement Class Members' Rights**. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Class Settlement, and the ability to opt out or request exclusion from the Class Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Class Settlement in accordance with the following guidelines:

(a) Exclusion from the Class Settlement. Any Settlement Class Member may request to be excluded from the Class Settlement by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Response Deadline. Any Settlement Class Member who

has a written settlement agreement and release of claims with Defendant of claims under the California Labor Code and any California Wage Order and any other claim, who was represented by counsel, is excluded from the Class Settlement. The Request for Exclusion should state in words to this effect:

> "I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE *NICKY JAMES MALDONADO, ET AL. V. MARAVILLA FOUNDATION* LAWSUIT, LOS ANGELES SUPERIOR COURT CASE NO 23STCV10424. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT."

Any Request for Exclusion must include the full name, address, telephone number, last four digits of the Social Security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under the Class Settlement as a Participating Class Member, including the right to object, appeal, or comment on the Class Settlement; (ii) will not be entitled to receive any payments under the Class Settlement; and (iii) will not be bound by the Class Settlement or the Judgment, with respect to the Released Class. Any Settlement Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

(b) Binding Effect on Final Settlement Class Members. Except for those Settlement Class Members who exclude themselves from the Class Settlement in compliance with the procedures set forth above, all Participating Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to the Class Settlement. Any Settlement Class Member, other than Plaintiff Maldonado, may object to the terms of the Class Settlement by submitting a written objection or

presenting their objection orally at the Final Approval Hearing, whether or not they have submitted a written objection as outlined herein. To object, a Settlement Class Member submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, of his/her/their objection, which must be postmarked by the Response Deadline at the address set forth in the Notice. The Notice of Objection shall include the full name, address, telephone number, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number of the Class Action, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his/her/their counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence it files with the Court prior to the Final Approval Hearing. Any Participating Class Member who files a Notice of Objection remains eligible to receive monetary compensation from the Class Settlement. Plaintiff Maldonado and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Settlement Class Member and/or his/her/their counsel related to any objections to the Class Settlement. Submitting a Notice of Objection does not preserve the right to appeal the Judgment. Rather, the right to appeal is preserved only to Class Members or PAGA Members.

(d) Responses to Objections. Counsel for the Parties may file a response to any Notices of Objection submitted by an Objecting Settlement Class Member at least five (5) court days before the date of the Final Approval Hearing.

74. A Settlement Class Member will have until the Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defendant's Counsel.

75. **Presumption Regarding Receipt of Notice**. It will be conclusively presumed that if an envelope has not been returned within thirty (30) calendar days of the mailing of the Notice that the Settlement Class Member received the Notice.

76. **Disputes Regarding Workweeks and/or Pay Periods**. Settlement Class Members are

deemed to participate in the Class Settlement unless they opt-out. The Notice will inform Settlement Class Members of his/her/their estimated Individual Settlement Payment, Individual PAGA Payment (if applicable), and the number of Workweeks worked during the Class Release Period and the number of Pay Periods worked during the PAGA Release Period. Settlement Class Members and PAGA Members may dispute their Workweeks and/or Pay Periods worked if they feel they were employed more Workweeks in the Class Release Period and/or Pay Periods during the PAGA Release Period than Defendant's records show by submitting evidence to the Settlement Administrator on or before the Response Deadline. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member or PAGA Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Settlement Class Member's or PAGA Member's actual number of Workweeks and/or Pay Periods worked and estimated Individual Settlement Payment and/or Individual PAGA Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Mediator who mediated the settlement to render a final decision. Settlement Class Members and PAGA Members will have until the Response Deadline to dispute Workweeks and/or Pay Periods worked, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks and/or Pay Periods worked for any Settlement Class Member or PAGA Member, then the Settlement Administrator will recalculate the Settlement Class Members' Individual Settlement Payments and PAGA Members' Individual PAGA Payments; accordingly, in no event will Defendant be required to increase the Total Settlement Amount. .

77. **Declaration of Due Diligence**. Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Notice, as well as a list of Settlement Class Members who submitted timely and valid Requests for Exclusion from Class Settlement.

78. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt and shall maintain the posting for sixty (60) calendar days. No individualized notice of the Final

Approval Order and Judgment will be required to be provided to the Class.

ADMINISTRATION OF SETTLEMENT PAYMENTS

79. **Settlement Checks.** The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing Individual Settlement Payments by way of check to Participating Class Members and Individual PAGA Payments by way of check to PAGA Members, in accordance with this Settlement Agreement. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Any checks issued to Participating Class Members or PAGA Members shall remain valid and negotiable for one-hundred and eighty (180) calendar days from the date of their issuance. If any Participating Class Member's or PAGA Member's check is not cashed within that period, the check will be void and a stop-payment will be issued and those funds shall be distributed to the California Controller's Unclaimed Property Fundin the names of the Participating Class Members or PAGA Members who failed to cash their checks. The Parties agree that this disposition results in no "non residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Individual Settlement Payment and/or Individual PAGA Payment checks. The release of Released Class Claims will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual. If a new address is located by these means, the Settlement Administrator will have ten (10) business days to re-issue the check and will notify Defendant's Counsel and Class Counsel that a re-issued check has been sent. Neither Defendant, Defendant's Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.

80. **Reallocation of Settlement Proceeds**. To the extent any Settlement Class Member opts-out of the Class Settlement, the payments to those Settlement Class Members who have not opted-out (i.e., Participating Class Members) shall be increased on a *pro rata* basis from the Net Settlement Amount.

81. Upon completion of its calculation of Individual Settlement Payments and Individual PAGA Payments, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be made to each Participating Class Member and PAGA Member (to be identified anonymously by employee number). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and filed with the Court.

DUTIES OF THE PARTIES WITH RESPECT TO PRELIMINARY APPROVAL

82. Pending completion of all of the prerequisites necessary to effectuate this Settlement , the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

83. Class Counsel will provide Defendant's Counsel a draft of the motion 5-Court days before the filing deadline. Defendant agrees not to oppose the motion as long as it is consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

(a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs, and the Enhancement Awards, should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

(b) Conditionally certifying a Settlement Class for purposes of settlement only;

(c) Preliminarily appointing Plaintiff Maldonado as representative of the Class and preliminarily appointing Plaintiff Rojas as a representative of the PAGA Group ;

(d) Preliminarily appointing Class Counsel as counsel for the Settlement Class;

(e) Approving as to form and content the mutually-agreed upon and proposed Notice and directing the mailing of the Notice to the Settlement Class by First Class U.S. Mail;

(f) Approving the manner and method for Settlement Class Members to request

exclusion from or object to the Class Settlement as contained herein and within the Notice; and

(g) Preliminarily approving the Settlement subject only to the objections of Settlement Class Members and PAGA Class Members, and final review by the Court.

DUTIES OF THE PARTIES WITH RESPECT TO FINAL APPROVAL

84. Following the Response Deadline, and with the Court's permission, a final approval hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Awards; and (f) Settlement Administration Costs. Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the motion 5-Cout Days before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing approval of its terms and provisions;

(b) Certification of the Settlement Class for settlement purposes;

(c) Approving Class Counsel's application for an award of Attorneys' Fees and Costs;

(d) Approving any Enhancement Awards to Plaintiffs;

(e) Approving Settlement Administration Costs to the Settlement Administrator;

(f) Setting a date when the Settlement Administrator shall report to the Court the completion of the distribution process and the total amount that was actually paid to the Participating Class Members and PAGA Members;

(g) Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

(h) Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

85. After entry of the Final Approval Order and Judgment, the Court shall have continuing

jurisdiction over the Action solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing any post-Judgment matters as may be appropriate under court rules or applicable law.

NULLIFICATION AND TERMINATION

86. In the event that this Settlement is not approved by the Court, or if for any reason the Effective Date does not occur, the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any wage and hour, or other litigation against Defendant.

87. If 5% or more of the Settlement Class Members request exclusion or opt out of this Settlement, then Defendant may elect to terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Class Counsel written notice no later than 15 calendar days after the Notice Response Deadline has expired. Should Defendant elect to terminate the Settlement on the basis of the above-mentioned opt out, Defendant shall be solely responsible for any Settlement Administration expenses incurred.

88. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

OTHER TERMS

89. **Parties' Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

90. **Mutual Full Cooperation**. The Parties agree to fully cooperate with each other

to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

91. **No Prior Assignments**. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

92. **No Admission of Liability.** Nothing contained herein, nor the approval of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by Plaintiffs in the Action. The Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

93. **Full and Complete Defense**. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Class Claim or Released PAGA Claim.

94. **Waiver**. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

95. **Inadmissibility of Agreement**. Whether or not the Settlement becomes final, neither the Settlement, nor any document, statement, proceeding or conduct related to the Agreement, nor any reports or accounting thereof, is to be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage. Each of the Parties hereto has entered

into this Settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Stipulation of Settlement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Stipulation of Settlement. The stipulation for class certification as part of this Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

96. **External Media**. Parties and attorneys will keep the Settlement confidential through preliminary approval. Thereafter, the Parties and attorneys will agree to make no comments to the media or otherwise publicize the terms of the Settlement. Plaintiffs and Class Counsel further agree that they shall not reference the Settlement or the Action in any marketing materials, on any websites, emails and correspondence regarding the Action against Defendant or related companies (outside of emails and correspondence necessary to effectuate this Settlement).

97. **Enforcement Action**. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

98. **Parties Contact Information.** Unless otherwise specifically provided herein, all notices, demands, and other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To the Settlement Class or Plaintiffs:

Arby Aiwazian
Joanna Ghosh
Brian J. St. John

Erica Stepanian
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

To Defendant:

Jeffrey L. Malek
Laura L. Lewis
MALEK & MALEK
23332 Hawthorne Blvd., Suite 305Torrance, California 90505

Any email addressed to MALEK & MALEK must include all electronic service addresses for service:
jmalek@maleklaw.com
llewis@maleklaw.com
cwhite@maleklaw.com
jbumpas@maleklaw.com

99. **Dismissal of Lawsuit with Prejudice**. The Plaintiffs agree to dismiss the Action with prejudice upon entry of the Court's Final Approval Order and Judgment and after full funding and distribution of the Total Settlement Amount. This dismissal with prejudice shall be as to Defendant in the Action.

100. **Entire Agreement**. After this Agreement is signed and delivered by Plaintiffs, Defendant, and their attorneys of record, this Agreement and its attached Exhibits shall constitute the entire agreement among the Parties relating to settlement of the Actions and the causes of action and defenses asserted therein, and it shall then be deemed that no oral representations, warranties or inducements have been made to any party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants expressly stated in this Agreement and its Exhibits.

101. **Reference to Court**. Except where the context indicates otherwise, references to the Court shall also include any other courts that take jurisdiction of any of the matters that currently complete the Action.

102. **Amendment or Modification**. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successor-in-interest.

103. **Binding on Successors or Assigns**. This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties and the Released Parties.

104. **Governing Law**. All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

105. **Cooperation in Drafting**. Plaintiffs and Defendant have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

106. **Headings**. The descriptive headings of any paragraph or section of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

107. **Court Retains Jurisdiction**. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

108. **Signatures of All Settlement Class Members Unnecessary to be Binding**. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

109. **Counterparts**. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, shall be deemed to be one and the same instrument. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement and Class Notice between Plaintiffs and Defendant:

IT IS SO AGREED.

01/07/2026

DATED: _____, 2026

Electronically Signed 2026-01-08 06:34:43 UTC - 172.56.126.168

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Nicky James Maldonado
Plaintiff

DATED: _____, 2026

Edith Rojas
Plaintiff

DATED: _____, 2026

By:
Name:

Title:

MARAVILLA FOUNDATION
Defendant

APPROVED AS TO FORM:

DATED: _____, 2026

Jeffrey L. Malek
Laura L. Lewis
MALEK & MALEK

Attorneys for Defendant
MARAVILLA FOUNDATION

DATED: _____, 2026

Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Erica Stepanian

LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs

DATED: _____, 2026

Nicky James Maldonado
Plaintiff

01/07/2026
DATED: _____, 2026

Electronically Signed 2026-01-07 19:14:08 UTC - 172.56.233.217
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Edith Rojas
Plaintiff

DATED: _____, 2026

By:
Name:

Title:

MARAVILLA FOUNDATION
Defendant

APPROVED AS TO FORM:

DATED: _____, 2026

Jeffrey L. Malek
Laura L. Lewis
MALEK & MALEK

Attorneys for Defendant
MARAVILLA FOUNDATION

DATED: January 8, 2026

Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Erica Stepanian

LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs

DATED: _____, 2026

_____
Nicky James Maldonado
Plaintiff

DATED: _____, 2026

_____
Edith Rojas
Plaintiff

DATED: Jan. 13, 2026

By: Alex Sotomayor
Name: Director/CEO
Title:

_____
MARAVILLA FOUNDATION
Defendant

APPROVED AS TO FORM:

DATED: January 13, 2026

Jeffrey L. Malek
Jeffrey L. Malek
Laura L. Lewis
MALEK & MALEK

Attorneys for Defendant
MARAVILLA FOUNDATION

DATED: _____, 2026

_____
Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Erica Stepanian

LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Nicky James Maldonado, et al. vs. Maravilla Foundation*, Los Angeles County Superior Court, Case No. 23STCV10424**

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and PAGA lawsuit ("Action") against Maravilla Foundation ("Maravilla" or "Defendant") for alleged wage and hour violations. The Action was filed by a former Maravilla employee Nicky James Maldonaldo ("Plaintiff Maldonado"), and later amended to include former Maravilla employee Edith Rojas ("Plaintiff Rojas") (collectively "Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period ("Class" or "Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period ("PAGA Members"). The time period from May 9, 2019 through either (a) April 18, 2025, or (b) if applicable, the Alternative End Date is referred to as the "Class Period" and the time period from March 14, 2024 through either (a) April 18, 2025, or (b) if applicable, the Alternative End Date, is referred to as the "PAGA Period."

Defendant denies violating any laws or failing to pay any wages, overtime, or applicable Labor Code and Industrial Wage Commission Industrial Wage Order wages and all claims of the Action. So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Defendant employees. On May 9, 2023, Plaintiff Maldonado filed a Class Action Complaint for Damages ("Class Complaint") entitled *Nicky James Maldonado, et al. vs. Maravilla Foundation*, Case No. 23STCV10424. On June 30, 2025, Plaintiff Maldonado filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"), thereby adding Edith Rojas as an additional plaintiff and adding a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. ("PAGA"). The First Amended Complaint is the operative pleading in this matter. The Operative Complaint alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to keep requisite payroll records, and failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*., and conduct that give rise to civil penalties under California Labor Code section 2698, *et seq*. ("PAGA"). Plaintiffs are represented by attorneys in the Action: Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Erica Stepanian of Lawyers *for* Justice ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages, overtime, or applicable Labor Code and Industrial Wage Commission Industrial Wage Order wages and contends it has complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $600,000.00 as the Gross Settlement Amount (Gross Settlement). Maravilla has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Maravilla will fund the Gross Settlement not more than 5 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $210,000.00 (35% of the Gross Settlement] to Class Counsel for attorneys' fees and actual costs for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $15,000.00 as Class Representative Awards for filing the Action, working

with Class Counsel and representing the Class. The Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to $8,500.00 to the Administrator for services administering the Settlement.

D. Up to $75,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments (the "Net PAGA Amount") to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members and PAGA Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members and PAGA Members based on their Class Period Workweeks and PAGA Period Workweeks, respectively. Only Participating Class Members who do not validly request exclusion from the Settlement, will be paid settlement payments as a member of a class.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class and PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you

notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. Any Class Member who has a written settlement agreement and release of claims with Defendant of claims under the California Labor Code and any California Wage Order and any other claim, who was represented by counsel, is excluded from the Class Settlement. The Request for Exclusion should state in words to this effect:

> "I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE *NICKY JAMES MALDONADO, ET AL. V. MARAVILLA FOUNDATION* LAWSUIT, LOS ANGELES SUPERIOR COURT CASE NO 23STCV10424. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT."

The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, last four digits of your social security number, and a simple signed statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide on Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

   The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the

Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all certified class claims. The released class claims are the claims that were certified by the Court on XX.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members, including those who are also Participating and Non-Participating Class Members, will be bound by the following release:

Plaintiffs on behalf of the Labor & Workforce Development Agency ("LWDA") and all PAGA Members are deemed to release the Releasees from all claims to recover civil penalties, costs, expenses, attorneys' fees, or interest for any Labor Code or Wage Order violation that were alleged or could have been alleged based on the facts alleged in the Action, including the operative complaint and PAGA notice(s) to the LWDA, and any subsequently amended complaints or letters, which include claims to recover penalties against Defendant for its violations of California Labor code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders (including, inter alia, Nos. 4-2001 and 16-2001).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Share. The Administrator will calculate Individual Settlement Shares by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties ($26,250.00) by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's individual number of Pay Periods worked during the PAGA Period.

3.

4. Workweek Disputes. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit a written challenge that 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 of the number of Workweeks and/or PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. You have until [Response Deadline] to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single Individual Class Payment check to every Participating Class Member, including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

2. PAGA Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member, including PAGA Members who opt out of the Class Settlement (i.e., every Non-Participating Class Member). As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check (if applicable).

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the administrator as soon as possible. Section 9 of this notice has the administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

(a) Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded ("Request for Exclusion") to the Settlement

Administrator, postmarked on or before the Response Deadline., Any Request for Exclusion must include the full name, address, telephone number, last four digits of the Social Security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion should state in words to this effect:

> "I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE *NICKY JAMES MALDONADO, ET AL. V. MARAVILLA FOUNDATION* LAWSUIT, LOS ANGELES SUPERIOR COURT CASE NO 23STCV10424. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT."

You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by** [Response Deadline]**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

If the Court grants Final Approval, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Class Payment, will not be bound by the release of Class Released Claims, and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 3 above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound by the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Any Settlement Class Member may object to the terms of the Settlement. Participating Class Members may object to the Class Settlement by submitting a written notice of objection ("Objection") to the Settlement Administrator, by mail, of his/her/their objection, which must be postmarked by [Response Deadline], which must include: the full name, address, telephone number, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number of the Class Action (*Nicky James Maldonado, et al. vs. Maravilla Foundation,* Case No. 23STCV10424), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his/her/their counsel.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either

personally or virtually via LACourtConnect (https://www.lacc.lacourt.org/). Check the Court's website
https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____(url)_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 23STCV10424. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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erica@calljustice.com

Settlement Administrator:

Name of Company:
Email Address: _____**emailing address**_____
Mailing Address:_____**mailing address**_____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.