

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Settlement,” Settlement Agreement,” or “Agreement”) is made by and between plaintiff Victor Enriquez (“Plaintiff”), and defendant Global Experience Specialists, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant together as “Parties,” or individually as “Party.”

On approximately April 27, 2026, the Parties executed the Class Action and PAGA Settlement Agreement (“Original Agreement”). Pursuant to Paragraph 12.10 of the Original Agreement, this Agreement is intended to amend the terms of, and shall supersede, the Original Agreement and, upon full execution of this Agreement, the Original Agreement shall be null and void.

This Settlement Agreement sets forth the Parties’ class and PAGA representative action settlement to resolve the Action (as defined below), Plaintiff’s PAGA Notice (as defined below), and to release the claims as set forth herein.

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231, initiated on September 1, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employees” means all current and former non-exempt employees who performed work for Defendant in California at any time during the PAGA Period.

1.5. “Class” means all current and former non-exempt employees who performed work for Defendant in California at any time during the Class Period.

1.6. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, Ryan Slinger, and Harris Koepenick of Lawyers *for* Justice, PC.

1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees for Class Counsel’s litigation and resolution of the Action.

1.8. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual costs and expenses incurred to prosecute the Action.

- 1.9. “Class Data” means a list of Class Members’ and Aggrieved Employees’ identifying information in Defendant’s possession, which Defendant shall diligently and in good faith compile from their records, including each Class Member’s and Aggrieved Employee’s last known full name, last-known mailing address, Social Security Number, number of Workweeks during the Class Period, and number of Pay Periods during the PAGA Period.
- 1.10. “Class Member” means a member of the Class.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the time period from September 1, 2019 through September 30, 2025.
- 1.14. “Class Representative” means Plaintiff Victor Enriquez.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, as well their broader individual release of claims and California Civil Code section 1542 waiver as provided in Paragraph 5.1, below.
- 1.16. “Class Settlement” means the settlement and resolution of the Released Class Claims.
- 1.17. “Court” means the Superior Court of California, County of Los Angeles.
- 1.18. “Defendant” means named Defendant Global Experience Specialists, Inc.
- 1.19. “Defense Counsel” means Todd B. Scherwin, Christopher H. Conti, and Melissa A. Huether of Fisher & Phillips, LLP.
- 1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval Order; and (b) the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.23. “Gross Settlement Amount” means \$795,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Section 9 below. The Gross Settlement Amount shall be all in with no reversion to Defendant with no claims form required. The employer’s share of payroll taxes shall be paid separately and in addition to the Gross Settlement Amount and shall remain the sole responsibility of Defendant. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.

1.24. “Individual Class Payment” means the net payment of each Participating Class Member’s share of the Net Settlement Amount, after reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Class Share.

1.25. “Individual Class Share” means a Class Member’s *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, calculated in accordance with Paragraph 3.2.4 below.

1.26. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of the 25% share of the PAGA Penalties that an Aggrieved Employee is eligible to receive for the PAGA Settlement, calculated in accordance with Paragraph 3.2.5.1 below.

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

1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.29. “LWDA PAGA Payment” means the 75% share of the PAGA Penalties, which shall be paid to the LWDA pursuant to California Labor Code section 2699, subd. (i).

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

1.31. “Objection” means a Participating Class Member’s submission of a written objection to the Class Settlement, which must: (a) contain the case name and number of the

Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline.

1.32. “PAGA” means Private Attorneys General Act, California Labor Code § 2698. *et seq.* Unless otherwise specified, all citations and references to this statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice was submitted to the LWDA before June 19, 2024.

1.33. “PAGA Notice” means Plaintiff’s June 28, 2023 letter to Defendant and the LWDA, providing notice pursuant to California Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the amount of \$80,000.00 allocated to PAGA civil penalties to be paid from the Gross Settlement Amount, with 25% apportioned to the Aggrieved Employees (\$20,000.00) and 75% apportioned to the LWDA (\$60,000.00) (i.e., LWDA PAGA Payment) in settlement of the Released PAGA Claims.

1.35. “PAGA Period” means the time period from June 28, 2022 through September 30, 2025.

1.36. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.

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

1.38. “Pay Period(s)” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which will be calculated by Defendant based on the number of pay periods which each respective Aggrieved Employee performed work for Defendant during the PAGA Period.

1.39. “Preliminary Approval” means the entry of the Court’s Preliminary Approval Order.

1.40. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Class Action and PAGA Settlement.

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

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

1.43. “Released Parties” means: Defendant and each of its subsidiaries, affiliates,

shareholders, parents, owners, members, agents, attorneys, officers, predecessors, successors and assigns.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline.

1.45. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion, (b) email or mail Objections, or (c) email or mail challenges to the number of Workweeks and/or Pay Periods to which they have been credited with. For Class Members to whom Class Notices are resent after having been returned as undeliverable to the Administrator, the Response Deadline will be extended to the date that is 14 calendar days beyond the original Response Deadline.

1.46. “Workweek(s)” means any week during which a Class Member worked for Defendant for at least one hour during the Class Period, which will be calculated by Defendant based on number of weeks which each respective Class Member performed work for Defendant during the Class Period.

2. RECITALS.

2.1. On June 28, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff submitted a letter (i.e., PAGA Notice) to the LWDA and to Defendant alleging violations of PAGA. The PAGA Notice alleged violations of the California Labor Code and applicable wage laws, including but not limited to 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 IWC Wage Orders including *inter alia*, (including but not limited to Wage Order 16-2001) Wage Order 4-2001.

2.2. On September 1, 2023, Plaintiff filed a Class Action Complaint for Damages (“Class Complaint”) against Defendant, thereby commencing the Action, alleging causes of action against Defendant for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failing to timely pay final wages; (6) failing to timely pay wages during employment; (7) failing to issue compliant wages statements; (8) failing to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violations of California Business & Professions Code §§ 17200, *et seq.*

2.3. On September 1, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, thereby commencing the action entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21241 (“PAGA Action”). On December 1, 2023, the Court entered an order on Plaintiff’s Request for Dismissal, thereby dismissing the PAGA Action

without prejudice.

2.4. On December 1, 2023, Plaintiff filed a Request for Dismissal in the Action, thereby seeking to dismiss all class action causes of action except the Tenth cause of action for violations under the California Business & Professions Code §§ 17200, *et seq.* On December 1, 2023, the Court entered an Order, thereby granting dismissal of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth class action causes of action pled in the Class Complaint without prejudice.

2.5. To implement the terms of the Settlement, the Parties agree that Plaintiff will seek leave to file an amended complaint in the Action, the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, that will add a cause of action for civil penalties pursuant to PAGA and re-add the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth class action causes of action to the Class Complaint for purposes of settlement only. Once filed, the First Amended Complaint will become the operative pleading in this Action (“Operative Complaint”). The Parties stipulate and agree that the First Amended Complaint shall not be filed, or shall be withdrawn, in the event that the Court does not grant preliminary and final approval of this Settlement. If the Settlement is not approved by the Court in any manner, the Parties will revert to their original positions as if no settlement had been reached in the original complaint will be the operative complaint in this matter. As this event will occur automatically, Defendant will not have to file a motion to strike or any other motions to withdraw or eliminate the above-reference claims added to the Action through the amended complaint.

2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.7. Pursuant to Labor Code section 2699.3, subd.(a), on June 28, 2023, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.8. On May 16, 2025, the Parties participated in a full-day mediation presided over by Daniel J. Turner (Esq.), a respected mediator in wage and hour class and representative actions. Although the Parties did not settle at mediation, ongoing discussions with the mediator led to this Agreement to settle the Action.

2.9. Prior to mediating and during Settlement negotiations, Plaintiff obtained, through informal discovery efforts, Defendant’s relevant policies for their non-exempt employees and Union 986 employees; Plaintiff’s personnel records, timekeeping and payroll records, and wages statements; a substantial sampling of timekeeping and payroll data of the Class Members for the Class Period through May 16, 2025; and wage statement exemplars. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.10. The Court has not granted class certification.

2.11. The Parties, Class Counsel, and Defense Counsel are not aware of any other pending matters or actions asserting claims that will or may be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant agrees to pay \$795,000.00, and no more, as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Shares. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment that Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$278,250.00 if the Gross Settlement Amount remains \$795,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel, Class Members, or Aggrieved Employees arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A

reduction by the Court of either the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not be grounds to nullify this Agreement. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Administration Expenses. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$28,000.00, except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include (among other things) translating into Spanish, printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing IRS Forms 1099 and W-2 and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement. To the extent the Administration Expenses are less or the Court approves payment less than \$28,000.00, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members.

3.2.4. Individual Class Share Calculation: The Administrator will calculate each Individual Class Share by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period, and (b) multiplying the result by each Class Member's individual number of Workweeks worked during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Shares. 20% of each Participating Class Member's Individual Class Share will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to reduction for the employee's share of taxes and withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Share will be allocated to settlement of claims for interest, penalties, and non-wage damages (the "Non-Wage Portion"). The Administrator will not undertake any reduction for taxes and withholdings for the Non-Wage Portion, and the Non-Wage Portion will be reported on IRS 1099 Forms. The Administrator will withhold (and remit to the appropriate taxing authorities) the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Class Shares, and issue checks to Participating Class Members for their Individual Class Payment (i.e., payment of their Individual Class Share net of these taxes and withholdings).

Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Share. The Administrator shall also remit the employer taxes to the appropriate taxing authorities.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Shares. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Shares in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: The amount of \$80,000.00 of the Gross Settlement Amount shall be allocated to PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties (\$60,000.00) shall be allocated to the LWDA PAGA Payment and twenty-five percent (25%) of the PAGA Penalties (\$20,000.00) shall be allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount, and will allocate seventy-five percent (75%) of the approved PAGA Penalties to the LWDA and twenty-five percent (25%) of the approved PAGA Penalties to the Individual PAGA Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will be reported on IRS Forms 1099 (if applicable) by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 4,401 Class Members who collectively worked a total of approximately 58,427 Workweeks during the period from September 1, 2019 through May 16, 2025 (the date of mediation), and approximately 2,678 Aggrieved Employees who collectively worked a total of approximately 32,672 Pay Periods during the period from June 28, 2022 through May 16, 2025 (the date of mediation).

4.2. Class Data. Not later than fifteen (15) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the

Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reach an agreement regarding reconstructing or otherwise resolving any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Within ten (10) calendar days after the Court grants Final Approval, the Administrator will provide Defendant with wire transfer information and the amount of the employers' share of payroll taxes. Defendant shall fully fund the Gross Settlement Amount and Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Effective Date of this Agreement.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount and Defendant's share of payroll taxes, the Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. After the void date, the checks are canceled. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including those who opted out of the Class Settlement and including those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, for only those Class Members for whom the Class Notice was returned undelivered and for whom an alternate address was not located by way of a skip-trace performed earlier by the Settlement Administrator, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within three (3) business days of receiving a returned check, the Administrator must re-mail checks to the USPS

forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date, in which case the re-issued check would be valid until the later of the 180-day check cashing period or the date that is fifteen (15) calendar days from the date of re-issuance, whichever is later.

4.4.3. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and Judgment is final, Plaintiff, Participating Class Members, the State of California, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release and Waiver of Rights Under California Civil Code Section 1542. Upon the Effective Date and as a condition of receiving any portion of the Class Representative Service Payment, Plaintiff will agree to the additional following general release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby releases all claims related to his employment or alleged employment with the Released Parties including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law ("Plaintiff's Release"). Specifically, Plaintiff waives all rights and benefits afforded by 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 PARTIES.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (with the exception of claims arising pursuant to

California Labor Code Sections 132a and 4553). This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.

5.2 Released Class Claims by Participating Class Members: Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims under state, federal, or local law, that were alleged, or that reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period, for violations of the 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, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, et seq. for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration; (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, (k) failure to reimburse necessary business expenses, (l) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (m) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (n) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Operative Complaint (collectively, the "Released Class Claims"). As part of the release of the Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims by Aggrieved Employees: Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, the State of California with

respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for 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 California Industrial Welfare Commission Wage Orders for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages; (e) failure to pay bonuses or other remuneration; (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, and (k) failure to reimburse necessary business expenses (collectively, the “Released PAGA Claims”).

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for motions for preliminary approval.

6.1 Plaintiff’s Responsibilities. Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with any Plaintiff, Class Counsel or Defense Counsel; (v) signed declaration from Plaintiff confirming his willingness and competency to serve, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; their timely transmissions to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))); (vii) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the

Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Penalties, and/or Administration Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

7 SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall establish an Employer Identification Number for the Qualified Settlement Fund and use that, for purposes of reporting payroll tax withholdings to state and federal tax authorities. Defendant's Employer Identification Number and Defendant's information will be used to calculate Defendant's share of payroll taxes.

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods, as reflected in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all

Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and Aggrieved Employee, and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned, on or before the Response Deadline, by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed).

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably

ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded from the Class Settlement. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a valid and timely Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion shall not be issued an Individual Class Payment or have the right to object to the Class Settlement. All Aggrieved Employees are bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, regardless of whether they seek exclusion from the Class Settlement.

7.6 Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member in the Class Notice. The challenge must (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the challenging Class Member; (c) clearly state that the Class Member challenges the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that they contend should be credited to them are correct; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks and/or Pay Periods challenges to Defense Counsel and Class Counsel and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

7.7 Objections to Settlement. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Class Members may not object to the PAGA Settlement.

7.7.1 Participating Class Members may send Objections to the Administrator, by email or mail. A written Objection to the Class Settlement must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. In the alternative, Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing, regardless of whether they have submitted a written Objection. A Participating Class Member who elects to send a written Objection to the Administrator must do so not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

7.7.2 Class Members who submitted a valid and timely Request for Exclusion have no right to object to the Class Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks required by this Agreement for administration of the notice and settlement payment distribution process.

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will post information of interest to Class Members on its website, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval and the Final Approval Order. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2 Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain whether they are valid and timely. No later than five (5) calendar days after the expiration of the Response Deadline or any applicable extended Response Deadline (whichever is later), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the full names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion ("Exclusion List"); (b) the full names and other identifying information of Class Members who have submitted invalid and/or untimely Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received,

challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.

7.8.4 Workweeks and/or Pay Periods Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Workweeks and/or Pay Periods challenges. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. No later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of Objections it received, the number of Workweek and/or Pay Period challenges it received and the outcome of the challenges, and attach the Exclusion List, copies of all Requests for Exclusion it received (both valid and invalid), and copies of all Objections it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

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

8. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw, in writing, not later than fifteen (15) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. **ESCALATOR CLAUSE.** Based on its records, Defendant represents that there are approximately 58,427 Workweeks during the period from September 1, 2019, through May 16, 2025. If the total number of Workweeks during the Class Period exceeds 58,427 by more than 10% (i.e., exceeds 64,270 Workweeks), Defendant shall increase the Gross Settlement Amount *pro rata* per additional Workweek for each Workweek over 64,270 Workweeks. Based on information provided by Defendant on July 9, 2026, there are 58,356 Workweeks during the Class Period, which is less than the 64,270 Workweeks threshold. As such, the escalator clause has not been triggered, the Gross Settlement Amount remains \$795,000.00, and the end dates for the Class Period and PAGA Period remain to be September 30, 2025.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA Settlement under California Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three (3) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain final approval of the Settlement. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, including the allocations set forth in this Agreement, as may be adjusted by the Court consistent with Paragraphs 4.4 and 10.2, the Parties, their respective counsel, and all Participating Class Members who did not object to the Class Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the

right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

12. **ADDITIONAL PROVISIONS.**

12.1 Notice of the Final Approval Order and Judgment. The Parties shall provide the Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Administrator shall post the Final Approval Order and Judgment on its website for 60 calendar days, and this shall satisfy California Rules of Court, Rule 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

12.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If the Settlement is not approved by the Court in any manner, the Parties will revert to their original positions as if no settlement had been reached in the original complaint will be the operative complaint in this matter. As this event will occur automatically, Defendant will not have to file a motion to strike or any other motions to withdraw or eliminate the above-reference claims added to the Action through the First Amended Complaint. The Parties agree that class certification and representative treatment is for purposes of this Settlement

only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.3 Publicity. Neither side shall publicize the settlement, including but not limited to communications with the media or through any social media, unless so ordered by the Court. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience nor restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Final Approval Order or Judgment. Class Counsel shall not at any time list or publicize the action or settlement on its website or any advertising material. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the exchange of information, data, and documents, executing documents, the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Daneil J. Turner (Esq.), and/or the Court for resolution.

- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement Agreement.
- 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Arby Aiwazian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Yasmin Hosseini (yasmin@calljustice.com)
Selena Matavosian (selena@calljustice.com)
Ryan Slinger (r.slinger@calljustice.com)
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LAWYERS for JUSTICE, PC
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Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Victor Enriquez

To Defendant:

Christopher H. Conti, Esq. (cconti@fisherphillips.com)
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Tel: (858) 597-9600 / Fax: (858) 597-9601

Todd B. Scherwin, Esq. (tscherwin@fisherphillips.com)
Melissa A. Huether, Esq. (mhuether@fisherphillips.com)
FISHER & PHILLIPS, LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Tel: (213) 330-4500/ Fax: (213) 330-4501

Attorneys for Defendant Global Experience Specialists, Inc.

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

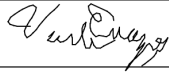
12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement,

pursuant to California Code of Civil Procedure section 583.330(a), the time within which the Action must be brought to trial under Code of Civil Procedure section 583.310 shall be extended for the period between the filing of the motion for preliminary approval and the entry of Judgment. If the Court denies Preliminary Approval or Final Approval of the Settlement, the Parties agree that the time within which the Action must be brought to trial under Code of Civil Procedure section 583.310 shall be extended to 30 days after the date on which the Court issues an order denying the Motion for Preliminary Approval or the Motion for Final Approval.

IT IS SO AGREED.

Dated: 07/14/2026, 2026

PLAINTIFF VICTOR ENRIQUEZ

Electronically Signed:  2026-07-15 00:53:52 UTC - 107.139.109.139
Nintex AssureSign® 55f2ec0b-25f3-4985-b3d5-b4880003aae8

Plaintiff Victor Enriquez

DEFENDANT GLOBAL EXPERIENCE SPECIALISTS, INC.

Dated: 07/22/2026, 2026



[Jon Massimino \(Jul 22, 2026 13:06:04 PDT\)](#)

John Massimino, Chief Legal Officer for Defendant
Global Experience Specialists, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: 07/15/2026, 2026



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Dated: 07/22, 2026

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

Victor Enriquez v. Global Experience Specialists, Inc., Los Angeles County Superior Court,
Case No. 23STCV21231

***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 employee class action lawsuits (the “Action”) against Defendant Global Experience Specialists, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Victor Enriquez (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who performed work for Defendant in California at any time during the Class Period (“Class” or “Class Members”); and (2) penalties under the California Private Attorneys General Act, California Labor Code § 2698. *et seq.* (“PAGA”) for all current and former non-exempt employees who performed work for Defendant in California at any time during the PAGA Period (“Aggrieved Employees”). The time period from September 1, 2019 through September 30, 2025 is referred to as the “Class Period” and the time period from June 28, 2022 through September 30, 2025 is referred to as the “PAGA Period.”

The Settlement has two main parts: (1) the settlement and resolution of the Released Class Claims (“Class Settlement”) requiring Defendant to fund Individual Class Shares, and (2) the settlement and resolution of the Released PAGA Claims (“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, and the Parties’ current assumptions, **your Individual Class Share is estimated to be \$ [REDACTED] (less taxes and withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount(s) 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 did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you performed work in [REDACTED] Workweeks** during the Class Period and **you performed work in [REDACTED] Pay Periods** during the PAGA Period. If you believe that you performed work in more Workweeks or Pay Periods 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 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 Plaintiff and Plaintiff’s attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees 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 three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Member"), though, you will give up your right to assert Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.
- (3) **Object to the Class Settlement.** If you do not opt-out of the Class Settlement, you may object to the Class Settlement by submitting a written Objection or otherwise appearing at the Final Approval Hearing.

Defendant will not retaliate against you for any actions you take with respect to the 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 and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendant that are covered by this Settlement (as defined below in Section 3).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [Response Deadline]	If you do not want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below in Section 3).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [Response Deadline]	All Participating Class Members can object to the Class 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [Redacted] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [Redacted]. You do not 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 Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [Response Deadline]	The amount of your Individual Class Share depends on how many Workweeks you worked during the Class Period and your Individual PAGA Payment (if any) depends on how many Pay Periods you worked during the PAGA Period. The number of Workweeks and Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. On June 28, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff submitted a letter to the LWDA and to Defendant alleging violations of PAGA ("PAGA Notice").

On September 1, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant, thereby commencing the Action, alleging causes of action against Defendant for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failing to timely pay final wages; (6) failing to timely pay wages during employment; (7) failing to issue compliant wages statements; (8) failing to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violations of California Business & Professions Code §§ 17200, et seq.

On September 1, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing the action entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21241 ("PAGA Action"). On December 1, 2023, the Court entered an order on Plaintiff's Request for Dismissal, thereby dismissing the PAGA Action without prejudice.

On April 28, 2026, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”). The Operative 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, failed to provide a day of rest, failure to pay reporting time pay, 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”). Plaintiff is represented by the following attorneys in the Action (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
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450 N. Brand Blvd., Suite 900
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Defendant strongly denies violating any laws or failing to pay any wages and contend they 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 Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the First Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated the Settlement that is subject to the Court’s Final Approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff 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) the Settlement is in the best interests of the Class Members, Aggrieved Employees, and the State of California. The Court preliminarily approved the 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 \$795,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Shares, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and LWDA PAGA Payment. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount and Defendant's share of payroll taxes not more than sixty (60) calendar days after the Effective Date of the Agreement.
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff 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 35% of the Gross Settlement Amount (i.e., \$278,250.00 if the Gross Settlement Amount remains \$795,000.00) to Class Counsel for attorneys' fees ("Class Counsel Fees Payment") and up to \$25,000.00 for their litigation costs and expenses ("Class Counsel Litigation Expenses Payment"). To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to the named Plaintiff for prosecuting the Action, working with Class Counsel, and representing the Class ("Class Representatives Service Payment"). The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment (if applicable).
 - C. Up to \$28,000.00 to the Administrator for services administering the Settlement ("Administration Expenses Payment").
 - D. Up to \$80,000.00 allocated for civil penalties under PAGA ("PAGA Penalties"), of which 75% (\$60,000.00) will be paid to the LWDA ("LWDA PAGA Payment") and 25% (\$20,000.00) will be paid to the Aggrieved Employees based on their Pay Periods during the PAGA Period ("Individual PAGA Payment").

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by issuing Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.
4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Share to taxable wages ("Wage Portion") and 80% to interest, penalties, and non-wage damages ("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 net payment of each Individual Class Share, after reduction of the Wage Portion is referred to an “Individual Class Payment.” 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 Shares on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payment(s) 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 payment(s) received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. 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 Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Participating Class Members and Aggrieved Employees will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Requests for Exclusion, Objections, and challenges to Workweeks and/or Pay Periods. The Administrator will also 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.
8. Participating Class Members’ Release of Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims under state, federal, or local law, that were alleged, or that reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period, for violations of the 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, California Industrial Welfare Commission Wage Orders, and California

Business and Professions Code § 17200, et seq. for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration; (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, (k) failure to reimburse necessary business expenses, (l) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (m) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (n) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Operative Complaint (collectively, the “Released Class Claims”). As part of the release of the Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees’ Release of Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for 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 California Industrial Welfare Commission Wage Orders for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration, (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, and (k) failure to reimburse necessary business expenses (collectively, the “Released PAGA Claims”).

4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

Participating Class Member's individual number of Workweeks worked during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period.
3. Workweek and/or Pay Period Challenges. 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 (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct; and (d) be submitted by email or mail to the Administrator at the specified mailing address specified in Section 9, emailed or postmarked on or before **[Response Deadline]**.
 - A. 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 Class Members) and Defendant's counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.
 - B. "Workweek" means any week during which a Class Member worked for Defendant for at least one hour during the Class Period, which will be calculated by Defendant based on number of weeks which each respective Class Member performed work for Defendant during the Class Period.
 - C. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which will be calculated by Defendant based on the number of pay periods which each respective Aggrieved Employee performed work for Defendant during the PAGA Period.

5. HOW WILL I GET PAID?

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 Aggrieved

Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee. As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check.

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?

Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded ("Request for Exclusion") to the Administrator. The Request for Exclusion must (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address in Section 9, emailed or postmarked on or before [Response Deadline].

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 Released Class 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 CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Participating Class Members may object to the Class Settlement by submitting a written objection ("Objection") to the Administrator. The Objection must: (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before [Response Deadline].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See

Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 6 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 Amount will be paid to Class Counsel, Plaintiff, 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 <https://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, [REDACTED], beforehand 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 Plaintiff have promised to do under the Settlement. The easiest way to read the Agreement, Final Approval Order and Judgment, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also contact Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 23STCV21231. 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.

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

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 should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

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.