

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Amended Class Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiff Macsimina Arias, individually and on behalf of all other similarly situated persons, and Defendants The Variel Services, LLC and Momentum Senior Living LLC (“Defendants”), subject to the approval of the Court. Plaintiff and Defendants are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

- a. “Actions” means collectively the Class Action and the PAGA Action.
- b. “Aggrieved Employees” means all persons who are employed or have been employed by Defendants as a non-exempt employee in the State of California at any time during the PAGA Period.
- c. “Class”, “Class Members”, or “Members of the Class” means all persons who are employed or have been employed by Defendants as a non-exempt employee in the State of California during the Class Period.
- d. “Class Action” means the action *Macsimina Arias v. The Variel Services, LLC, et al.*, Los Angeles County Superior Court, Case No. 22STCV40826 including any and all complaints filed and any amended complaint necessary to effectuate release of the Released Claims, including the Operative Complaint referenced in Paragraph 11 below.
- e. “Class Counsel” means Bibiyan Law Group, P.C.
- f. “Class Counsel’s Costs” refers to the actual amount of reasonable litigation expenses Class Counsel incurred in connection with the Actions, including their pre-filing investigation, their filing of the Actions and all related litigation activities, translation of the Settlement Agreement and Settlement Notices, and all post-Settlement compliance procedures.
- g. “Class List” means an electronic database containing a list of Class Members that Defendants will compile from their records. The Class List shall include: each Class Members’: (1) full name; (2) last known address; (3) last known telephone number (if any); (4) Social Security number or tax ID number; and (5) and the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s). The Class List shall also include: (6) the total number of workweeks that each Class Member worked in the state of California during the Class Period; and (7) and the total number of workweeks that Aggrieved Employees worked in the state of California during the PAGA Period. The total number of workweeks may be determined by reference to weeks worked as reflected in timekeeping, payroll, and/or other records.
- h. “Class Period” shall mean December 29, 2018 through March 1, 2024.

i. “Costs Award” means the award of attorneys’ costs that the Court authorizes to be paid to Class Counsel for the costs they advanced to Named Plaintiff and the Class in the Class Action, in an amount not to exceed \$30,000.00.

j. “Court” means the Superior Court of the State of California for the County of Los Angeles.

k. “Defendants” means The Variel Services, LLC and Momentum Senior Living LLC.

l. “Defendants’ Counsel” means Constangy, Brooks, Smith & Prophete LLP.

m. “Effective” or “Effective Date” means ten (10) days after the Settlement becomes Final, as set forth in Paragraph 2.o.

n. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiff and the Class in the Class Action. Class Counsel will not seek more than 33% of the Gross Settlement Amount as their Fee Award.

o. “Final” means the date when all of the following events have occurred: (a) the Court enters a judgment on its Order Granting Final Approval of the Settlement (“Judgment”); and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment and no notice of appeal is timely filed; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

r. “Final Approval Hearing” means the hearing to be held by the Court to consider the Final Approval of the Settlement.

s. “Gross Settlement Amount” means the maximum non-reversionary total amount that Defendants shall pay in connection with this Settlement in exchange for the release of the Released Claims. The Gross Settlement Amount is the gross sum of Five Hundred Thousand Dollars (\$500,000.00). The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Individuals; (b) the PAGA Payment; (c) Class Representative’s Service Award; (d) Fee Award and Costs Award; and (e) Settlement Administrator Costs. The Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendants’ employers’ portion of payroll taxes on Settlement Awards to Participating Individuals. There will be no reversion.

t. “Named Plaintiff” means Macsimina Arias.

u. “Net PAGA Amount” means the twenty-five percent (25%) of the PAGA Payment payable to the Aggrieved Employees, or \$12,500.

v. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Named Plaintiff’s Service Award; (ii) Class Counsel’s Fee Award; (iii) Class Counsel’s Costs Award; (iv) Settlement Administrator Costs; and (v) the PAGA Payment. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

w. “Notice Deadline” means the date forty-five (45) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to object to or opt-out of the Settlement (plus an additional 14 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed).

x. “PAGA Action” means the action *Macsimina Arias v. The Variel Services, LLC., et al.*, Los Angeles County Superior Court, Case No. 23STCV08569, including any and all complaints filed and any amended complaint necessary to effectuate release of the Released Claims, including the Operative Complaint referenced in Paragraph 11 below, and any and all related letters to the LWDA and any amended letters necessary to effectuate release of the Released Claims, including the Amended PAGA Letter referenced in Paragraph 11 below.

y. “PAGA Payment” means the amount of the Gross Settlement Amount allocated to settle all claims and remedies under the Private Attorneys’ General Act, California Labor Code sections 2698, et seq. (“PAGA”). The PAGA Payment shall be \$50,000, or an amount to be approved by the Court, of which 75%, or \$37,500, shall be paid to the LWDA out of the Gross Settlement Amount and 25%, or \$12,500, shall be paid to the Aggrieved Employees out of the Gross Settlement Amount.

z. “PAGA Period” means the period from December 28, 2021 through March 1, 2024.

aa. “Participating Individuals” means (a) any Class Members who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement and (b) all Aggrieved Employees. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the release of the Class Released Claims and PAGA Released Claims (as set forth in Paragraphs 16 and 17).

bb. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Settlement Agreement.

cc. “Released Claims” means Class Released Claims (as set forth in Paragraph 16) and PAGA Released Claims (as set forth in Paragraph 17) and Named Plaintiff’s Released Claims (as set forth in Paragraph 18).

dd. “Releasees” or “Released Parties” means Defendants and their past, present, and future parent companies, subsidiaries, related or affiliated companies or entities, joint employers, predecessors, successors, and assigns, and any of their shareholders, affiliates, owners, communities, community property owners, members, investors, divisions, representatives, officers, directors, board members, trustees, owners, shareholders, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, as well as any individual or entity that could be liable for any of the Released Claims.

ee. “Service Award” means the payment to the Named Plaintiff for her efforts in bringing and prosecuting the cases against the Defendants. The Service Award will not exceed the following amount: Seven Thousand and Five Hundred Dollars (\$7,500.00).

ff. “Settlement Administrator” means ILYM Group, Inc. (“ILYM”), the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

gg. “Settlement Administrator Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice to Class Members and to distribute the Settlement Awards to Participating Individuals, which are estimated to be less than \$7,950.00.

hh. “Settlement Award” means the payment that each Class Member shall be entitled to receive pursuant to the terms of this Settlement Agreement.

ii. “Settlement Notice” means the Notice of Class Action Settlement to be issued to Class Members, including Aggrieved Employees and the Named Plaintiff, an example of which is attached hereto as **Exhibit 1**, or as approved by the Court.

RECITALS

1. Named Plaintiff is a former employee of Defendant The Variel Services, LLC, whose employment was separated on or about September 7, 2022.

2. On December 29, 2022, Named Plaintiff filed the Class Action in Los Angeles County Superior Court, asserting claims under the California Labor Code and Unfair Competition Law.

3. Named Plaintiff filed a separate PAGA Action against Defendants on April 18, 2023, in the Superior Court of California, County of Los Angeles, to assert additional claims for penalties under PAGA arising from alleged violations of the California Labor Code.

4. The Parties agreed to attempt to resolve the Actions through mediation with mediator Gig Kyriacou. To allow the Parties to focus their efforts on mediation preparation, the Parties agreed to stay all dates, discovery, deadlines, and court appearances in the Actions.

5. On January 2, 2024, the Parties participated in a full-day mediation before mediator Gig Kyriacou. The Parties thereafter negotiated the specific terms of this Settlement and have agreed to settle all pending claims as provided in this Settlement Agreement.

6. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Actions and of other potential claims that could have been asserted in the Actions, including those for meal and rest period violations and waiting time penalties. In agreeing to this Settlement Agreement, Named Plaintiff has considered: (a) the facts developed during pre-mediation, informal discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against the Released Parties; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiff has concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the Class to settle their claims against the Released Parties pursuant to the terms set forth herein.

7. Defendants deny all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, as well as deny the allegations asserted in the Actions. Defendants have agreed to resolve the Actions via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Actions upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendants or any of the Releasees of any fault, liability or wrongdoing, which Defendants expressly deny.

8. The Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants Final Approval of it and the Settlement Effective Date occurs.

9. The Parties have stipulated to certification of the Class for settlement purposes only and this Settlement Agreement requires Preliminary Approval and Final Approval by the Court. Accordingly, this Settlement Agreement is contingent upon the approval and certification by the Court. If the Court does not grant Preliminary Approval or Final Approval of the Settlement, the fact that the Parties were willing to stipulate to class certification for the purposes of this Settlement Agreement shall have no bearing on, nor be admissible in connection with, the issues of whether any class should be certified or whether it is appropriate for any claims to proceed on a representative basis. Defendants expressly reserve the right to challenge the propriety of class certification for any purpose if the Settlement does not become final. Defendants deny that class action treatment is appropriate in the litigation context or for trial or that it is appropriate to proceed on a representative basis in the litigation context or for trial.

10. The Parties stipulate and agree that for settlement purposes only, the Parties shall file a stipulation to consolidate the PAGA Action and Class Action. In the event that the stipulated consolidation is not granted by the Court, the Parties stipulate and agree that for settlement purposes only, the Parties shall meet and confer regarding a process for approval that is acceptable

to and maintains all Parties in the same position as prior to the Settlement. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to the Settlement, and Plaintiff will be permitted to unconsolidate the PAGA Action from the Class Action so the PAGA Action will be a completely separate, but related action from the Class Action. These agreements will be effectuated through stipulations to be filed with the Court as appropriate.

11. The Parties stipulate and agree that for settlement purposes only, to the prompt filing of a Complaint in the Class Action (“Operative Complaint”) after execution of this Settlement Agreement that consolidates the claims, legal allegations, and factual allegations pled in the Actions, and to assert additional claims, legal allegations, and factual allegations necessary to effectuate the release of the Released Claims in this Settlement Agreement. The Operative Complaint will be in the form attached hereto as **Exhibit 2**. The Parties stipulate and agree that for settlement purposes only, Defendants consent to the filing of the Operative Complaint and to personal and subject matter jurisdiction in the Court. The Parties further stipulate and agree that Named Plaintiff shall file an amended PAGA letter(s) (“Amended PAGA Letter”) to the LWDA consistent with this Settlement Agreement to effectuate this Settlement Agreement and the Releases in Paragraph 17. The Amended PAGA Letter will be in the form attached hereto as **Exhibit 3**. The Settlement is expressly conditioned upon the approval by all Parties of the Operative Complaint and Amended PAGA Letter.

12. This Settlement is conditioned on the release of all claims, facts and/or theories alleged or that could have been alleged against the Released Parties arising out of, or reasonably relating to, the claims, facts, and allegations pled. Defendants shall not be required under any circumstances to increase or pay more than the Gross Settlement Amount in the Actions. If the Parties cannot obtain judicial approval of this Settlement after good faith efforts to obtain such approval, this Settlement Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in the Actions or any other legal proceeding.

13. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement. Plaintiff will be permitted to unconsolidate the PAGA Action from the Class Action so the PAGA Action will be a completely separate, but related action from the Class Action.

14. The Parties executed a Settlement Agreement on March 27, 2025. On August 29, 2025, the Court advised the Parties to amend the agreement pursuant to its instructions in the Los Angeles Superior Court, Complex Civil Department Checklist for Preliminary Approval of Class Action Settlement. This Amended Settlement Agreement reflects these changes.

15. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to Final Approval of the Court and the other conditions set forth herein, that Named Plaintiff’s and the Participating Individuals’ claims as described herein against the Released Parties shall be settled, compromised and released, on the merits, and that the Released Claims shall be finally and fully compromised, settled and released as to the Released Parties in the manner and upon the terms and conditions set forth below.

RELEASES

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel in exchange for the consideration set forth in this Settlement Agreement, will release claims against all Released Parties as follows:

16. **Class Released Claims.** For the duration of the Class Period, all Class Members who do not timely and validly request exclusion from the settlement pursuant to Paragraph 22 on behalf of themselves and their respective former and present representatives, and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the “Releasing Parties”), shall and hereby do release all Releasees, finally, irrevocably, and forever, from any and all claims alleged and/or that could have been alleged based on the facts alleged in the Operative Complaint, excluding the claims under PAGA, during the Class Period. This shall include any claims during the Class Period for the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime (including double time), and/or premium pay); failure to incorporate non-discretionary bonuses and/or other forms of pay when calculating an employee’s regular rate; failure to pay meal and rest period premium wages and sick time pay at an accurate regular rate of pay; failure to pay overtime based on an accurate regular rate of pay; failure to pay for all hours worked; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal periods and authorize and permit rest periods and otherwise requiring on-duty/on-call rest periods; failure to accurately record time, including all time worked (including, but not limited to, off-the-clock, meal periods, rounding, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to provide timely and compliant wage statements and to maintain records including failure to maintain accurate records; failure to reimburse reasonable business expenses (including but not limited to cell phones, uniforms, required clothing, equipment, safety devices and safeguards, vehicle usage); failure to pay paid time off and vacation time and other compensation owed upon separation; failure to pay reporting time wages; secretly paying lower wage according to contract or statute; unlawfully collecting paid wages under Labor Code section 221 and 223; failure to comply with Business and Professions Code 17200 et seq.; violation of and/or failure to comply with California Labor Code, including, but not limited to, §§ 200, 201, 202, 203, 204, 210, 218.5, 221, 223, 226, 226(a), 226(e), 226.7, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1198.3, 1199, 2802, and applicable IWC Wage Orders, Civil Code Section 3287(a); failure to comply with Labor Code section 432.6; conducting unlawful background checks in violation of Labor Code section 432.7 and Government Code section 12952; relying on the salary history information on an application for employment in violation of Labor Code section 432.3; related premiums, statutory penalties, waiting time penalties; liquidated damages; interest; punitive damages; expenses; costs; attorneys’

fees; equitable relief; injunctive relief; declaratory relief; or accounting; whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

17. **PAGA Released Claims.** For the duration of the PAGA Period, all Aggrieved Employees, shall and hereby do release all Releasees, finally, irrevocably, and forever, from any and all claims and rights to recover civil penalties under the Private Attorneys' General Act and any rights to recover costs, expenses, attorneys' fees and interest pursuant to PAGA that were alleged, or could have been alleged, based on the facts alleged in the Actions, including but not limited to the Operative Complaint and Amended PAGA Letter(s), during the PAGA Period. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law and shall also be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the Releasees on behalf of the Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this Settlement will have *res judicata* effect as to those claims of Aggrieved Employees and the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

18. **Named Plaintiff's Released Claims.** Named Plaintiff shall and hereby does generally release, finally, forever and with prejudice, any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, meal breaks, rest breaks, premium pay, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This shall include, but is not limited to, the Class Released Claims and PAGA Released Claims, as well as any other claims under any provision of federal, state, or local law. Upon the Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Named Plaintiff understands that this release does not apply to any claims or rights that cannot be waived as a matter of law, including workers compensation claims. Named Plaintiff acknowledges, however, that she has no workers' compensation claim pending at the time of signing this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to prohibit Named Plaintiff from filing a charge or cooperating with any investigation by any federal, state, or local government agency (including without limitation the United States Department of Labor, the Equal

Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, and/or the National Labor Relations Board). However, Named Plaintiff understands that she will not be entitled to recover any monetary damages or any other form of personal relief in connection with such a claim, investigation or proceeding.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

19. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

- a. **Complaint.** The Parties stipulate and agree that for settlement purposes only, the Parties consent to the filing of an Operative Complaint that consolidates the claims, legal allegations, and factual allegations pled in the Actions and asserts additional claims, legal allegations, and factual allegations necessary to effectuate the release of the Released Claims in this Settlement Agreement, and to personal and subject matter jurisdiction in the Court. Named Plaintiff shall file, with Defendants' stipulation, the Operative Complaint in the Court before the filing of the Unopposed Motion for Preliminary Approval of Settlement Agreement discussed in Paragraph 19.b. and shall take any other necessary steps to effectuate the release of the Released Claims in this Settlement Agreement, including the filing of Amended PAGA Letter(s) with the LWDA.
- b. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiff shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Named Plaintiff's Motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Costs Award, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed Motion for Preliminary Approval of Settlement Agreement in advance of filing it with the Court.
- c. **Notice.** The Settlement Administrator shall be responsible for preparing, printing and mailing the Settlement Notice to all Class Members. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Settlement Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Settlement Administrator shall also create an email address

and toll-free telephone number to field email and/or telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the call center down after the 180-day check cashing period for Settlement Award Checks.

- d. Within thirty (30) calendar days after the Court's Preliminary Approval of the Settlement, Defendants shall provide to the Settlement Administrator the Class List. No later than three (3) business days after receipt of the Class List, the Settlement Administrator shall notify Class Counsel and Defendants' Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class List.
- e. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.
- f. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List, the Settlement Administrator shall send to all Class Members identified in the Class List, via first-class United States Postal Service ("USPS") mail, the Settlement Notice (with Spanish translation) substantially in the form attached to this Settlement Agreement as **Exhibit 1**. The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Settlement Award to Class Members, and the number of workweeks used to calculate these amounts. Before mailing Settlement Notices, the Administrator shall update Class Members' addresses using the National Change of Address database. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and shall re-mail the Notice of Settlement.
- g. Within thirty (30) days after the Notice Deadline, the Settlement Administrator shall provide Defendants' Counsel and Class Counsel, respectively, a report showing: (i) a list of Participating Individuals by unique identifier; (ii) the Settlement Awards owed to each of the Participating Individuals; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; (iv) the number of undeliverable Notices of Settlement; (v) the estimated average and median recovery per Class Member who have not submitted valid letters requesting exclusion from the Settlement; (vii) the largest and smallest estimated amounts to be paid to Class Members who have not submitted valid letters requesting exclusion from the Settlement.

- h. Defendants will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendants will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.
- i. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Participating Individuals; the average and median recovery per Participating Individual; the largest and smallest amounts paid to Participating Individuals; and the number and value of checks not cashed. Within ten (10) days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendants' Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

20. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in their Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendants. Weeks "worked" for purposes of this settlement will be determined by reference to timekeeping, payroll, and/or other records. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline plus an additional 14 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed). Unless the Class Member presents convincing evidence proving they worked more workweeks than shown by Defendants' records, their Settlement Award will be determined based on Defendants' records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendants shall review their records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

21. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline (plus an additional 14 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed), provide to the Settlement Administrator a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. In the alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. Absent good cause found by the Court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to

the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

22. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Named Plaintiff, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. The deadlines for Class Members' Requests for Exclusion will be extended an additional 14 days beyond Notice Deadline otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Settlement Notice. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if they request exclusion.

23. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

24. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed Motion for Final Approval of Settlement Agreement in advance of filing it with the Court. Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than 100 days after Preliminary Approval, and at least thirty (30) days after the Settlement Administrator's deadline to provide the report of objections, opt-outs and awards, as further outlined in Section 18.g, to determine Final Approval of the settlement and to enter a Final Approval Order:

- a. certifying the Operative Complaint as a class action;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;

- d. approving the payment of the Service Award to Named Plaintiff;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Actions be resolved finally, fully, and forever and in full and final discharge of any and all Participating Individuals' Released Claims, Named Plaintiff's Released Claims, PAGA Released Claims, and the related claims, if any, of the LWDA;
- h. directing that a Final Judgment be entered; and
- i. retaining continuing jurisdiction over the Actions for purposes only of overseeing all settlement administration matters.

25. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Individuals, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

26. **Termination or Revocation of Settlement.** If five percent (5%) or more of the Class Members request exclusion from the Settlement, Defendants may, at its election and in its sole discretion, rescind and nullify the Settlement Agreement. Defendants must exercise this right of rescission in a writing that is provided to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of requests for exclusion received by the Notice Deadline (plus an additional 14 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed).

- a. If Defendants exercise their right to rescind and or nullify the Settlement Agreement pursuant to this Paragraph, Defendants shall pay the Settlement Administrator Costs incurred by the Settlement Administrator as of the date of Defendants' recission and/or nullification.
- b. If there is a material change in the scope of the Released Claims, Class Period, PAGA Period, or Released Parties under the Settlement Agreement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void, however this option to rescind the Settlement Agreement may only be exercised within ten (10) business days of a change in the scope of the Released Claims, Class Period, PAGA Period, or Released Parties under the Settlement.
- c. If the Court finds the Gross Settlement Amount to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Defendants may, at their

election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.

SETTLEMENT FUNDS AND AWARD CALCULATION

27. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. Within fourteen (14) days of the Effective Date of the Settlement, Defendants shall deposit the Gross Settlement Amount into the Settlement Administrator's designated account. Defendants shall not have access to the Gross Settlement Amount once those funds are deposited into the Settlement Administrator's designated account, including any earned interest accrued following deposit. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross Settlement Amount.

28. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Awards to Named Plaintiff.** Named Plaintiff shall receive Seven Thousand and Five Hundred Dollars (\$7,500.00). This payment shall be made within ten (10) days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter. If the Court approves the Service Award in amounts less than what Named Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. The Named Plaintiff assumes full responsibility for paying all taxes, if any, due as a result of the Service Award.
- b. **Fee Award and Costs Award.**
 - i. Class Counsel shall receive the Fee Award of not more than thirty-three percent (33%) of the Gross Settlement Amount, which, unless escalated pursuant to paragraph 33, is currently estimated to be \$165,000.00, which will compensate Class Counsel for all work performed in the Class Action to date and up through and following Final Approval. In addition, Class Counsel shall, subject to Court approval, receive the Costs Award of not more than \$30,000.00, compensating Class Counsel for the litigation expenses incurred in connection with the Action. These payments of attorneys' fees and costs shall be made within ten (10) days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement

Administrator's designated account or as soon as reasonably practicable thereafter.

- ii. The approved Fee Award and Costs Award, even if less than what Class Counsel requests, shall constitute full satisfaction of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees or costs in the Actions on behalf of Named Plaintiff and/or any other Participating Individual, and shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs which any of them may claim to be entitled on behalf of Named Plaintiff or any other Participating Individual. If the Court approves a Fee Award and/or Costs Award in an amount less than what Class Counsel requests, the reduction in the Fee Award and/or Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Costs Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective.
- iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment(s) made to Class Counsel.

- c. **Labor and Workforce Development Agency Payment and Net PAGA Amount for Distribution.** The Parties agree that the amount of \$50,000 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the PAGA Action by or on behalf of Named Plaintiff and Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.). Pursuant to PAGA, Seventy-Five Percent (75%), or \$37,500, of this sum will be paid to the LWDA. Twenty-Five Percent (25%), or \$12,500, will be allocated to the Net PAGA Amount to be distributed to Aggrieved Employees as set forth below. The payment to the LWDA shall be made by the Settlement Administrator within ten (10) days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter.
- d. **Settlement Administration Costs.** Settlement Administrator's Costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.
- e. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Participating Individuals as set forth below.

29. **No Claim Based Upon Distributions or Payments in Accordance with This Settlement Agreement.** No person shall have any claim against the Released Parties, Class Counsel, or Defendants' Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

30. **Settlement Award Eligibility.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, all Participating Individuals shall be paid a Settlement Award from the Net Settlement Amount and/or the Net PAGA Amount as set forth below:

31. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Participating Individual whose rights and claims with respect to the issues raised in the Actions are determined by any order the Court enters granting Final Approval, and any judgment the Court ultimately enters in the Actions and are subject to the Class Released Claims (as defined in Paragraph 16 above). Any such Class Member's rights to pursue any Class Released Claims will be extinguished if they do not timely request exclusion. Any Aggrieved Employee will be automatically deemed a Participating Individual as determined by any order by the Court approving the Settlement, and their rights to pursue any PAGA Released Claims (as defined in Paragraph 17 above) will be extinguished. Any Aggrieved Employee will not have a right to request exclusion from the Settlement.

32. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Individual based on the below formulas:

- a. Class Members who do not timely request exclusion shall receive a *pro rata* portion of the Net Settlement Amount as follows: For each week during which the Class Member who did not timely request exclusion performed work for Defendants, they shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Class Member who did not timely request exclusion worked at any time in California during the Class Period. The total number of workweeks may be determined by reference to weeks worked by Class Member who did not timely request exclusion as reflected in timekeeping, payroll, and/or other records. A Class Member who timely requests exclusion will not receive a *pro rata* portion of the Net Settlement Amount.
- b. Aggrieved Employees shall also receive a *pro rata* portion of the Net PAGA Amount as follows:
 - i. For each week during which the Aggrieved Employees performed work for Defendants, they shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of workweeks the Aggrieved Employee worked at any time in California during the PAGA Period. The resulting share of the Net

PAGA Amount per Participating Individual, if any, will be added to the Participating Individual's share of the Net Settlement Amount, to determine the Participating Individual's Settlement Award. The total number of workweeks may be determined by reference to weeks worked as reflected in timekeeping, payroll, and/or other - records.

33. Defendants have represented in connection with mediation that there are approximately 12,743 workweeks during the time period from December 29, 2018 to January 2, 2024. Should the number of workweeks during the Class Period (December 29, 2018 through March 1, 2024) exceed 14,017 (110% of the work weeks during the aforementioned time period), Defendants will have the option to (1) engage in good faith negotiations with Class Counsel regarding a possible resolution or, in the alternative, (2) to increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 14,017.

34. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Class Members.

35. All Settlement Award determinations shall be based on the weeks worked as reflected by the Released Parties' timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Class Member is not a Class Member, or an individual who was not previously identified as a Class Member is in fact a Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

36. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award that is provided from the Net Settlement Amount, twenty percent (20%) of each Settlement Award shall be allocated as wages, eighty percent (80%) of each Settlement Award shall be allocated as penalties and interest. Settlement Awards will be paid out to Participating Individuals subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Participating Individuals shall be issued an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages, if any. Participating Individuals will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. The Settlement Administrator shall provide Defendants' Counsel with a final Settlement Award calculation award for each Participating Individual within seven (7) calendar days after the Effective Date. Amounts withheld will be remitted by the Settlement Administrator from the Net Settlement Amount to the appropriate governmental authorities. Defendants shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

37. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member. To the extent that this

Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

38. The payments made to Participating Individuals pursuant to this Settlement Agreement are not being made for any other purpose and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefits, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement, unless required by the plan documents or otherwise required by law.

39. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final report of all Settlement Awards, no more than ten (10) days after the Effective Date.

40. The Settlement Administrator shall mail all Settlement Awards to Participating Individuals who do not timely request exclusion within ten (10) days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendants' Counsel.

41. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter, an example of which is attached hereto as **Exhibit 4**, will be sent via U.S. mail to those who have not yet cashed their settlement check. At the conclusion of the 180-day check cashing deadline, Participating Individuals who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Named Plaintiff's Released Claims or Participating Individuals' Released Claims, as applicable.

42. **Remaining Monies.** If, at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed, subject to the Court's approval, to the California State Controller Unclaimed Property Fund in the name of the Participating Individual to be held by the Controller's Office for the benefit of the Participating Individual until such time as they claims their property, as allowed by law.

- a. Within twenty-one (21) days after the distribution of any remaining monies to the, Class Counsel will file a "Post-Distribution Accounting." The Post-Distribution Accounting will set forth the Gross Settlement Amount, the total number of Class Members, the total number of Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Participating Individual, the largest and smallest amounts paid to Participating Individuals, the method(s) of notice and the method(s) of payment to Participating Individuals, the number and

value of checks not cashed, the amounts distributed to the California State Controller Unclaimed Property Fund (if applicable), the PAGA Payment, the Settlement Administrator's Costs, the Fee Award and Costs Award, the attorneys' fees in terms of percentage of the Gross Settlement Amount, and the multiplier, if any.

MISCELLANEOUS

43. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement and Release to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Settlement Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

44. **Confidentiality.** The Named Plaintiff and their Counsel agree to keep the facts and terms of this Settlement confidential until approval of the Settlement is sought from the Court to the extent permitted by law. Thereafter, the Named Plaintiff and their Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, including on social media, about this case and/or the fact, amount or terms of the Settlement to the extent permitted by law. If the Named Plaintiff is contacted by the press about the Settlement, she will respond only that the case has been resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the Class Members, the LWDA, or the Court in which the Actions are pending, as may be required to carry out the terms of this Settlement and/or fulfill their ethical responsibilities under the Settlement and to their respective clients. Nothing in this provision is intended to violate applicable state law and this provision will be interpreted in accordance with applicable state law.

45. **No Admission of Liability.** Defendants expressly deny all of the allegations in the Actions. Defendants expressly deny that the Released Parties have violated the PAGA, California wage and hour laws, or any other provision of federal or state law with respect to any of their employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by the Released Parties of any fault or liability or wrongdoing. If this Settlement Agreement does not become final, this Settlement Agreement, and/or the circumstances leading to this Settlement Agreement, may not be used as an admission by the Released Parties of any wrongdoing or evidence of any wrongdoing by the Released Parties.

46. **Defendants' Legal Fees.** Defendants' legal fees and expenses in the Actions shall be borne by Defendants.

47. **Nullification of the Settlement Agreement.** In the event that (a) the Court does not preliminarily or finally approve the Settlement as provided herein, (b) the Settlement does not become Final for any other reason, or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within sixty (60) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Settlement Agreement; at that point, the Parties agree that each

shall return to their respective positions on the day before this Settlement Agreement and that this Settlement Agreement shall not be used in evidence or argument in any other aspect of their litigation.

48. **Reduced Service Awards, Fee Award, or Costs Award Not a Basis for Voiding Settlement.** If the Court approves a Service Award, a Fee Award, and/or Costs Award in amounts less than what Named Plaintiff and/or Class Counsel request, the Parties agree that the reduction in the Service Award, Fee Award, and/or Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Award, Fee Award, or Costs Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award, Fee Awards, and/or Costs Award shall be included in the Net Settlement Amount.

49. **Inadmissibility of Settlement Agreement.** Except for purposes of settling the Actions, or enforcing this Settlement Agreement's terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Settlement Agreement, nor its terms, nor any document, statement, proceeding, or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any of the Parties or the Released Parties, including, without limitation, evidence of a presumption, concession, indication, or admission by any of the Parties or the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

50. **Computation of Time.** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday, such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

51. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

52. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties hereto.

53. **Entire Settlement Agreement.** This Settlement Agreement with exhibits constitutes the entire agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise,

representation, or warranty, express or implied, not contained in this Settlement Agreement. No rights hereunder may be waived except in writing.

54. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties shall seek the assistance of a mediator.

55. **Binding on Successors and Assigns.** This Settlement shall be binding upon, and inure to the benefit of Named Plaintiff, the Released Parties, the Participating Individuals and their heirs, beneficiaries, executors, attorneys, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

56. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

57. **No Signature Required by Participating Individuals.** Only the Named Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Individual.

58. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement Agreement; hence the drafting of this Settlement Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

59. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement

on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the mediator and/or the Court to resolve such disagreement. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Gross Settlement Amount subject to approval by the Court.

60. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

61. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: *Macsimina Arias* Date: 09/18/2025, 2025
Macsimina Arias

APPROVED AS TO FORM BY CLASS COUNSEL:

David Bibiyan Date: 9/18/2025
David Bibiyan
Vedang J. Patel
Bibiyan Law Group, P.C.
1460 Westwood Blvd.
Los Angeles, CA 90024

DEFENDANT THE VARIEL SERVICES, LLC:

Signed: _____ Date: _____, 2025

By: _____
Name and Title (please print)

DEFENDANT MOMENTUM SENIOR LIVING LLC:

Signed: _____ Date: _____, 2025

on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the mediator and/or the Court to resolve such disagreement. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Gross Settlement Amount subject to approval by the Court.

60. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

61. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:

Macsimina Arias

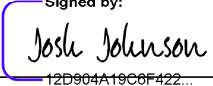
Date: _____, 2025

APPROVED AS TO FORM BY CLASS COUNSEL:

David Bibiyan
Vedang J. Patel
Bibiyan Law Group, P.C.
1460 Westwood Blvd.
Los Angeles, CA 90024

Date: _____, 2025

DEFENDANT THE VARIEL SERVICES, LLC:

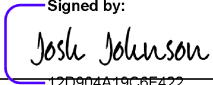
Signed:  _____
Signed by: 12D904A19C0F422...

Date: 09/22/_____, 2025

By: Josh Johnson - CEO

Name and Title (please print)

DEFENDANT MOMENTUM SENIOR LIVING LLC:

Signed:  _____
Signed by: 12D904A19C0F422...

Date: 09/22_____, 2025

By: Josh Johnson - CEO
Name and Title (please print)

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:



Date: September 22, 2025

Barbara I. Antonucci
Sarah K. Hamilton
Stacy Lall
Dongying Zhang
CONSTANGY, BROOKS, SMITH & PROPHETE LLP
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San Francisco, CA 94111