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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN DIEGO**

17 ROBERT YOUNGBLOOD, JR., individually,
and on behalf of all others similarly situated,

18 Plaintiff,

20 vs.

21 USS MIDWAY MUSEUM, a California
22 corporation; and DOES 1 through 10,
23 inclusive,

24 Defendants

Case No.: 37-2024-00012925-CU-OE-CTL

[Assigned for all purposes to Hon. Evan P. Kirvin,
Dept. C-69]

**CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT**

Action Filed: May 10, 2024
FAC Filed: July 9, 2024
Trial Date: Not set

1 **CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

2 This Class and PAGA Representative Action Settlement Agreement (“Agreement” or “Settlement”)
3 is made by and between Plaintiff Robert Youngblood, Jr. (“Plaintiff”) and Defendant USS Midway Museum
4 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or each
5 individually as a “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means Plaintiff’s lawsuit alleging wage-and-hour violations against Defendant
8 captioned as *Robert Youngblood, Jr. v. USS Midway Museum* (Case No. 37-2024-00021925-
9 CU-OE-CTL), initiated on May 10, 2024, and pending in the Superior Court of the State of
10 California for the County of San Diego.

11 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid from
12 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
13 with the Administrator’s bid submitted to the Court in connection with seeking preliminary
14 approval of the Settlement.

15 1.3. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
16 appoint to administer the Settlement following a competitive bidding process, or such other
17 settlement administrator as may be approved by the Court.

18 1.4. “Aggrieved Employee” means any current and former non-exempt, hourly-paid employees
19 who were employed by Defendant and worked for Defendant in California at any time during
20 the PAGA Period.

21 1.5. “Class” means any current and former non-exempt, hourly-paid employees who were
22 employed by Defendant and worked for Defendant in California at any time during the Class
23 Period.

24 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon
25 Law Group, PC.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the
27 amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and
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1 reimbursement of actual litigation expenses, respectively, incurred by Class Counsel to
2 prosecute the Actions.

3 1.8. “Class Data” means Class-Member-identifying-information in Defendant’s possession,
4 consisting of each Class Member’s name, last-known mailing and/or email address, Social
5 Security Number, dates of employment, number of Workweeks, and number of PAGA Pay
6 Periods (if any).

7 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or
8 Non-Participating Class Member (including a Non-Participating Class Member who
9 qualifies as an Aggrieved Employee).

10 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
11 Class Members’ current mailing addresses using all reasonably available sources, methods,
12 and means, including, but not limited to, the National Change of Address database, skip
13 traces, and direct contact by the Administrator with Class Members.

14 1.11. “Class Notice” means the Court-Approved Notice of Class and PAGA Representative
15 Action Settlement and Hearing Date for Final Court Approval, to be mailed by the
16 Administrator to Class Members in English in the form, material variation, attached as
17 **Exhibit A** and incorporated by reference into this Agreement.

18 1.12. “Class Period” means May 10, 2020, through the October 6, 2025, or an earlier date pursuant
19 to the Escalator Clause in Paragraph 8.1 *infra*.

20 1.13. “Class Representative” means the named Plaintiff in the Action, subject to the Court’s
21 approval.

22 1.14. “Class Representative Enhancement Award” means the payment, subject to the Court’s
23 approval, to Plaintiff for initiating and providing services in support of the Action and in
24 recognition for the risks attendant to the role as the named Plaintiff and Class Representative.
25 This award shall be in addition to the amount Plaintiff is eligible to receive as a Class
26 Member.

27 1.15. “Court” means the Superior Court of California, County of San Diego.
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- 1 1.16. “Defendant” means USS Midway Museum, the named Defendant in the Action.
- 2 1.17. “Defense Counsel” means Ryan N. Nell and Alec F. Dea of Pettit Kohn Ingrassia Lutz &
3 Dolin PC.
- 4 1.18. “Effective Date” means the date that both of the following have occurred: (a) the Court
5 enters the Final Approval Order and Judgment; and (b) the Final Approval Order and
6 Judgment is final. If no objections are filed to the Settlement, the Final Approval Order and
7 Judgment shall be final on the date of entry. If timely objections are filed to the Settlement
8 and/or any objector successfully intervenes, then the Final Approval Order and Judgment
9 shall be final on the day after the deadline for filing a notice of appeal from the Final
10 Approval Order and Judgment if no appeal is filed (i.e., the 61st calendar day following
11 notice of entry of the Final Approval Order and Judgment); or, if an appeal is filed, the Final
12 Approval Order and Judgment shall be final 30 days after the appeal is withdrawn, or after
13 all appellate review thereof is exhausted and an appellate decision exhausting such review
14 and affirming the Final Approval Order and Judgment becomes final.
- 15 1.19. “Escalator Clause” has the meaning defined in Paragraph 8 below.
- 16 1.20. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 17 1.21. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the
18 Settlement.
- 19 1.22. “Gross Settlement Amount” means \$1,421,910.00, which is the total non-reversionary
20 amount Defendant agrees to pay to resolve the class and PAGA claims alleged in the Action,
21 subject to any increase under the Escalator Clause. The Gross Settlement Amount will be
22 used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
23 Payment, the Class Counsel Attorneys’ Fees and Litigation Costs Payments, the Class
24 Representative Enhancement Award, and the Administration Expenses Payment.
- 25 1.23. “Individual Class Payment” means a Participating Class Member’s *pro rata* share payment,
26 in exchange for settlement of the Released Class Claims, from the Net Settlement Amount
27 as calculated by the Administrator according to the number of Workweeks worked during
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1 the Class Period as compared to number of Workweeks worked by all Participating Class
2 Members during the Class Period.

3 1.24. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share payment, in
4 exchange for settlement of the Released PAGA Claims, from the twenty-five percent (25%)
5 of the total PAGA Penalties allocation, as calculated by the Administrator according to the
6 number of PAGA Pay Periods worked during the PAGA Period as compared to number of
7 PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.

8 1.25. “Judgment” means the Judgment entered by the Court upon the Final Approval Order.

9 1.26. “LWDA” means the California Labor and Workforce Development Agency.

10 1.27. “LWDA PAGA Payment” means seventy-five percent (75%) of the total PAGA Penalties
11 allocation to be paid to the LWDA pursuant to Labor Code section 2699.

12 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments
13 in amounts as finally approved by the Court: the PAGA Penalties, the Class Representative
14 Enhancement Award, the Class Counsel Attorneys’ Fees Payment, the Class Counsel
15 Litigation Costs Payment, and the Administration Expenses Payment. The Net Settlement
16 Amount will be paid to Participating Class Members on a *pro rata* basis through Individual
17 Class Payments.

18 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement
19 Class by sending the Administrator a valid and timely Request for Exclusion.

20 1.30. “Operative Complaint” means Plaintiff’s First Amended Class and Representative Action
21 Complaint filed in this Court on July 9, 2024.

22 1.31. “PAGA” means the California Private Attorneys General Act, Labor Code sections 2698,
23 *et seq.*

24 1.32. “PAGA Penalties” means \$150,000.00 to be paid from the Gross Settlement Amount as civil
25 penalties under PAGA, allocated as twenty-five percent (25%) to Aggrieved Employees
26 (\$37,500.00) and seventy-five percent (75%) to LWDA (\$112,500.00) in settlement of the
27 Released PAGA Claims.
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- 1 1.33. “PAGA Notice” means Plaintiff’s letter dated May 2, 2023, submitted online to the LWDA
2 providing notice of Defendant’s alleged Labor Code violations, and served on Defendant via
3 certified mail, pursuant to Labor Code section 2699.3(a).
- 4 1.34. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked
5 for Defendant in California for at least one day within the PAGA Period.
- 6 1.35. “PAGA Period” means May 10, 2023, through October 6, 2025, or an earlier date pursuant
7 to the Escalator Clause in Paragraph 8.1 *infra*.
- 8 1.36. “Participating Class Member” means a Class Member who does not submit a valid and
9 timely Request for Exclusion from the Settlement.
- 10 1.37. “Plaintiff” means the named Plaintiff in the Action.
- 11 1.38. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the
12 Settlement.
- 13 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
14 below.
- 15 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3
16 below.
- 17 1.41. “Released Parties” means Defendant and its former and present directors, officers,
18 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
19 subsidiaries, and affiliates.
- 20 1.42. “Request for Exclusion” means a Class Member’s submission to the Administrator of a
21 signed, written request to be excluded from the Class portion of the Settlement pursuant to
22 the instructions as described in the Class Notice. Class Members cannot request exclusion
23 from the PAGA portion of the Settlement.
- 24 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the
25 Class Notice to Class Members and shall be the last date on which Class Members may
26 email or mail any (a) Requests for Exclusion from the Settlement, (b) written Objections to
27 the Settlement, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay
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1 Periods credited to them.

2 1.44. “Settlement” means the disposition of the Action effected by this Agreement and any Final
3 Approval Order and Judgment.

4 1.45. “Workweek” means any week during which a Participating Class Member worked for
5 Defendant in California for at least one day within the Class Period.

6 **2. RECITALS**

7 2.1. On May 2, 2024, pursuant to California Labor Code section 2699.3(a), Plaintiff submitted
8 a PAGA Notice of Defendant’s alleged Labor Code violations to the LWDA, with
9 certified mail service on Defendant, and paid the required filing fee. On May 10, 2024,
10 Plaintiff filed a Class Action Complaint in this Court alleging eight causes of action
11 under the California Labor Code and Business & Professions Code. On July 9, 2024,
12 following the expiration of his administrative exhaustion period, Plaintiff timely filed a
13 First Amended Class and Representative Action Complaint alleging a ninth cause of action
14 for civil penalties under PAGA.

15 2.2. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
16 claims alleged in the Action, and Defendant further denies, for any purpose other than
17 settling the Action, that the Action is appropriate for class or representative treatment. With
18 respect to Plaintiff’s claims, Defendant contends, among other things, that Plaintiff and the
19 putative class have been provided legally compliant meal and rest periods, have been paid
20 proper minimum, overtime, premium, and sick pay wages, have been timely paid throughout
21 employment as well as final wages upon separation of employment, have been reimbursed
22 for all necessary and reasonable business expenses, and have been provided with accurate
23 itemized wage statements. Defendant further contends, among other things, that it has
24 complied at all times with, and has not violated, the California Labor Code, the applicable
25 Wage Orders of the Industrial Welfare Commission, the California Business and Professions
26 Code sections 17200, *et. seq.*, and all other applicable laws.

27 2.3. On August 7, 2025, the Parties participated in a mediation with Lynn Frank, Esq., an
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1 experienced and neutral class and PAGA action mediator. Mediation was successful, and
2 the terms of the Settlement were memorialized in writing in a Memorandum of
3 Understanding re: Settlement (“MOU”) that was fully executed by the Parties as of August
4 27, 2025. Prior to mediation, Plaintiff obtained from Defendant, through informal but
5 extensive discovery, information sufficient to meaningfully evaluate the claims at issue in
6 the Action, including applicable written documents regarding Defendant’s wage-and-hour
7 policies and practices in effect during the Class Period, Plaintiff’s personnel file, a sampling
8 of time and corresponding payroll data for Class Members, and other data points including
9 the estimated number of Workweeks and PAGA Pay Periods. Class Counsel’s investigation
10 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail,*
11 *Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
12 Cal. App. 4th 116, 129–130 (“*Dunk/Kullar*”). As part of this evaluation, Class Counsel have
13 conducted a diligent and thorough investigation into the facts and claims alleged in the
14 Operative Complaint, including an extensive review and analysis of the informal discovery.
15 Based on their own independent investigation and evaluation, Plaintiff and Class Counsel
16 are of the opinion that the Settlement, and on the terms set forth herein, is fair, reasonable,
17 and adequate and in the best interest of the Class in light of all known facts and
18 circumstances, including the risk of significant delay and that the Class will not be certified
19 by the Court, the strength of the defenses asserted by Defendant, and numerous potential
20 appellate issues.

21 2.4. The Court has not granted class certification.

22 **3. MONETARY TERMS**

23 3.1. Gross Settlement Amount. Subject to any increase under the Escalator Clause, Defendant
24 promises to pay \$1,421,910.00 as the Gross Settlement Amount. Defendant promises also
25 to separately pay all employer-side payroll taxes owed on the Wage Portion of Individual
26 Class Payments. The Administrator shall provide the Parties with the total amount of
27 employer’s payroll taxes owed prior to the deadline stated in Paragraph 4.3 of this
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1 Agreement, and Defendant has no obligation to pay the Gross Settlement Amount or taxes
2 prior to that deadline. The Administrator will disburse the entire Gross Settlement Amount
3 without asking or requiring Participating Class Members and/or Aggrieved Employees to
4 submit any claim as a condition of payment. None of the Gross Settlement Amount will
5 revert to Defendant.

6 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
7 following payments from the Gross Settlement Amount, in amounts as approved by the
8 Court and specified in the Final Approval Order:

9 3.2.1. To Plaintiff. A Class Representative Enhancement Award to Plaintiff as the Class
10 Representative of not more than \$7,500.00, in addition to any Individual Class and/or
11 PAGA Payments that Plaintiff is entitled to receive as a Class Member. As part of
12 the motion for Class Counsel Attorneys' Fees and Litigation Costs Payments,
13 Plaintiff will seek Court approval for the Class Representative Enhancement Award
14 no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court
15 approves a Class Representative Enhancement Award less than the amount
16 requested, the Administrator will allocate the remainder to the Net Settlement
17 Amount. The Administrator will pay the Class Representative Enhancement Award
18 using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes
19 owed on the Class Representative Enhancement Award.

20 3.2.2. To Class Counsel. A Class Counsel Attorneys' Fees Payment of not more than one-
21 third of the Gross Settlement Amount, which is currently estimated to be
22 \$473,970.00, and a Class Counsel Litigation Costs Payment of not more than
23 \$22,000.00. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
24 and Costs Payments no later than sixteen (16) court days prior to the Final Approval
25 Hearing. If the Court approves a Class Counsel Attorneys' Fees Payment and/or a
26 Class Counsel Litigation Costs Payment for less than the amounts requested, the
27 Administrator will allocate the remainder to the Net Settlement Amount. Released
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1 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel
2 arising from any claim to any portion of any Class Counsel Attorneys' Fee Payment
3 and/or Class Counsel Litigation Costs Payment. The Administrator will pay the
4 Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Costs
5 Payment using one or more IRS 1099 Forms. Class Counsel assume full
6 responsibility and liability for any taxes owed on the Class Counsel Attorneys' Fees
7 Payment and Class Counsel Litigation Costs Payment, and hold Defendant harmless
8 and indemnify Defendant from any dispute or controversy regarding any division or
9 sharing of any of these payments.

10 3.2.3. To the Administrator. An Administration Expenses Payment not to exceed
11 \$8,000.00, except for a showing of good cause and as approved by the Court. To the
12 extent actual expenses are less and/or the Court approves payment less than the
13 requested amount, the Administrator will allocate the remainder to the Net
14 Settlement Amount.

15 3.2.4. To Each Participating Class Member. An Individual Class Payment will be paid to
16 each Participating Class Member. Each Individual Class Payment will be calculated
17 by the Administrator by (a) dividing the total number of Workweeks of all
18 Participating Class Members and (b) multiplying the result by the individual number
19 of Workweeks of each respective Participating Class Member.

20 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each
21 Participating Class Member's Individual Class Payment will be allocated to
22 settlement of wage claims (the "Wage Portion"). The Wage Portion is
23 subject to tax withholding and will be reported on an IRS W-2 Form by the
24 Administrator. The remaining eighty percent (80%) of each Participating
25 Class Member's Individual Class Payment will be allocated to settlement of
26 claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage
27 Portion is not subject to withholdings and will be reported on an IRS 1099
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1 Form by the Administrator. Participating Class Members assume full
2 responsibility and liability for any employee taxes owed on their respective
3 Individual Class Payment.

4 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
5 Class Payment. Non-Participating Class Members will not receive any
6 Individual Class Payment. The Administrator will retain amounts equal to
7 the estimated Individual Class Payment of any Non-Participating Class
8 Member in the Net Settlement Amount for distribution to Participating Class
9 Members.

10 3.2.5. To the LWDA and Aggrieved Employees. The PAGA Penalties (\$150,000.00) will
11 be distributed as seventy-five percent (75%) (\$112,500.00) to the LWDA through the
12 LWDA PAGA Payment and twenty-five percent (25%) (\$37,500.00) to Aggrieved
13 Employees through Individual PAGA Payments.

14 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
15 dividing the amount of the Aggrieved Employees' twenty-five percent
16 (25%) share of the total PAGA Penalties allocation by the total number of
17 PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying
18 the result by the individual number of PAGA Pay Periods worked by each
19 respective Aggrieved Employee. Individual PAGA Payment will be treated
20 as one hundred percent (100%) penalties for tax purposes. Individual PAGA
21 Payments are not subject to withholdings and will be reported on an IRS
22 1099 Form by the Administrator. Aggrieved Employees assume full
23 responsibility and liability for any taxes owed on their respective Individual
24 PAGA Payment.

25 3.2.5.2. If the Court approves an amount for the PAGA Penalties less than the
26 amount requested, the Administrator will allocate the remainder to the Net
27 Settlement Amount.

1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class and PAGA Estimates. Based on a review of Defendant’s records, it is estimated that
3 as of August 7, 2025, there are approximately 519 Class Members who collectively worked
4 47,397 Workweeks during the Class Period, and 303 Aggrieved Employees who collectively
5 worked 12,476 PAGA Pay Periods during the PAGA Period.

6 4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Preliminary
7 Approval Order, Defendant will deliver the Class Data to the Administrator in the form of a
8 Microsoft Excel spreadsheet or other form requested by the Administrator. To protect Class
9 Members’ privacy rights, the Administrator will maintain the Class Data in confidence, use
10 the Class Data only for purposes of this Settlement and for no other purpose, and restrict
11 access to the Class Data to employees of the Administrator who need access to effect and
12 perform under this Agreement. Defendant has a continuing duty to immediately notify Class
13 Counsel if it discovers the Class Data omitted Class Member identifying information and to
14 provide corrected Class Data as soon as reasonably feasible. Without any extension of the
15 deadline by which Defendant must send the Class Data to the Administrator, the Parties and
16 their respective counsel will expeditiously use best efforts, and in good faith, to reconstruct
17 or otherwise resolve any issues related to missing or omitted Class Data.

18 4.3. Funding of Gross Settlement Amount. Defendant will fully fund the Gross Settlement
19 Amount by transmitting the funds into a Qualified Settlement Fun (“QSF”) established and
20 maintained by the Administrator within sixty (60) calendar days of entry of the Court’s Final
21 Approval Order. To ensure Defendant’s timely payment, the Administrator will provide
22 Defendant with wiring and/or mailing instructions as soon as practicable, and no later than
23 fourteen (14) calendar days after entry of the Court’s Final Approval Order.

24 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
25 Defendant fully funds all amounts owed under the Settlement, the Administrator will mail
26 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
27 PAGA Payment, the Administration Expenses Payment, the Class Counsel Attorneys’ Fees
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1 Payment, the Class Counsel Litigation Costs Payment, and the Class Representative
2 Enhancement Award.

3 4.4.1. The Administrator will issue checks for the Individual Class Payments and
4 Individual PAGA Payments and send them via First Class United States Postal
5 Service (“USPS”) Mail, postage prepaid. The face of each check shall prominently
6 state the date (not less than 180 days after the date of mailing) when the check will
7 be voided (the “Void Date”). The Administrator will send checks for Individual
8 Class Payments to all Participating Class Members and checks for Individual PAGA
9 Payments to all Aggrieved Employees (including Non-Participating Class Members
10 who qualify as Aggrieved Employees), including to those whose Class Notice was
11 returned undelivered. For those Participating Class Members who worked during the
12 PAGA Period, the Administrator may send Participating Class Members a single
13 check combining their Individual Class Payment and Individual PAGA Payment if
14 that will reduce administration costs. Before mailing any checks, the Administrator
15 must update recipients’ mailing addresses using the National Change of Address
16 Database.

17 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
18 Members whose checks are returned undelivered without a USPS forwarding
19 address. Within seven (7) calendar days of receiving a returned check, the
20 Administrator must re-mail checks to the USPS forwarding address provided or, if
21 none provided, to an updated address ascertained through the Class Member Address
22 Search. The Administrator need not take further steps to deliver checks to Class
23 Members whose re-mailed checks are returned as undelivered a second time. The
24 Administrator shall promptly send a replacement check to any Class Member whose
25 original check was lost or misplaced, or as requested by the Class Member prior to
26 the Void Date.

27 4.4.3. The Administrator will cancel all checks not cashed by the Void Date. The
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1 Administrator will report to Class Counsel and Defense Counsel the number of
2 checks remaining uncashed and the value of uncashed funds, as well as the
3 administrative costs for a potential second disbursement to Class Members who did
4 timely cash their initial check. If the costs of a second disbursement do not exceed
5 the value of uncashed funds, the Administrator will issue a second disbursement to
6 those Class Members who did timely cash their initial check. The amount to each
7 Class Member in a second disbursement will be shared equally from the amount of
8 uncashed funds less the administrative costs for a second disbursement. However, if
9 the costs of a second disbursement do exceed the value of uncashed funds, then the
10 Administrator will transmit the funds represented by such checks to the California
11 State Controller’s Office to be held pursuant to the Unclaimed Property Law,
12 California Civil Code section 1500, *et seq.*, in the name of each individual who failed
13 to timely cash his or her check, until such time that he or she claims his or her
14 property. In either of the foregoing manners, the Parties and their respective counsel
15 attest that there will be no “unpaid residue” subject to the requirements of California
16 Code of Civil Procedure section 384, subd. (b).

17 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments will not
18 obligate Defendant to confer any additional benefits or make any additional
19 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
20 specified in this Agreement.

21 **5. RELEASES OF CLAIMS**

22 5.1. Plaintiff’s General Release. Upon entry of the Court’s final settlement approval order and
23 Defendant’s funding of the Gross Settlement Amount and employer-share of payroll
24 taxes, Plaintiff will release the Released Parties from any and all claims that Plaintiff has
25 or may have against them related to or arising from Plaintiff’s employment with
26 Defendant (“Plaintiff’s General Release”). Plaintiff acknowledges that Plaintiff may
27 discover facts and/or law different from, and/or in addition to, the facts and/or law that
28

1 Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's General
2 Release shall be and remain effective in all respects, notwithstanding the existence of such
3 different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding
4 the foregoing, Plaintiff's General Release excludes any claims or actions to enforce the
5 Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social
6 security benefits or workers' compensation benefits that arose at any time, any claims that
7 are not releasable as a matter of law or public policy, and any claims arising after August 26,
8 2025.

9 5.1.1 Section 1542 Waiver. For purposes of Plaintiff's General Release, Plaintiff expressly
10 waives and relinquishes the provisions, rights, and benefits, if any, of California Civil
11 Code section 1542, which reads: "A general release does not extend to claims that
12 the creditor or releasing party does not know or suspect to exist in his or her favor at
13 the time of executing the release and that, if known by him or her, would have
14 materially affected his or her settlement with the debtor or released party."

15 5.2. Released Class Claims by Participating Class Members. Upon entry of the Court's final
16 settlement approval order and Defendant's funding of the Gross Settlement Amount and
17 employer-share of payroll taxes, Plaintiff will release, on behalf of himself and all other
18 Participating Class Members, all claims against the Released Parties that were alleged in
19 Plaintiff's operative First Amended Class and Representative Action Complaint or that
20 reasonably could have been alleged based on the facts stated therein ("Released Class
21 Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment
22 benefits, disability benefits, social security benefits or workers' compensation benefits that
23 arose at any time, any claims that are not releasable as a matter of law or public policy, and
24 any claims arising outside the Class Period.

25 5.3. Released PAGA Claims. Upon entry of the Court's final settlement approval order and
26 Defendant's funding of the Gross Settlement Amount and employer-share of payroll
27 taxes, Plaintiff will release, on behalf of himself, the LWDA and all other Aggrieved
28

1 Employees, all claims against the Released Parties for civil penalties pursuant to the
2 California Private Attorney’s General Act of 2004, Lab. Code §§ 2698, *et seq.*, which were
3 alleged in Plaintiff’s PAGA Notice to the LWDA, and in Plaintiff’s operative First Amended
4 Class and Representative Action Complaint (“Released PAGA Claims”). The Released
5 PAGA Claims include only claims for penalties under PAGA arising during the PAGA
6 Period.

7 **6. MOTION FOR PRELIMINARY APPROVAL**

8 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and file all documents necessary for
9 obtaining a Preliminary Approval Order, including: (i) a draft of the notice, and
10 memorandum in support, of the motion for preliminary approval that includes an analysis of
11 the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the
12 Settlement under California Labor Code section 2699; (ii) a draft proposed order granting
13 preliminary settlement approval and approving the Class Notice; (iii) a signed declaration
14 from the Administrator attaching its bid for administering the Settlement and attesting to its
15 willingness to serve; competency; operative procedures for protecting the security of Class
16 Data; amounts of insurance coverage for any data breach, defalcation of funds, or other
17 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
18 Members; and the nature and extent of any financial relationship with Plaintiff, Class
19 Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness
20 and competency to serve as the Class Representative, and disclosing all facts relevant to any
21 actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a
22 signed declaration from Class Counsel attesting to competency to represent Class Members;
23 timely transmission to the LWDA of all necessary PAGA documents (Plaintiff’s PAGA
24 Notices [Lab. Code § 2699.3(a)], Plaintiff’s complaint alleging a cause of action under
25 PAGA [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]; and all facts
26 relevant to any actual or potential conflicts of interest with Class Members and/or the
27 Administrator. The proposed preliminary approval order shall be provided to the Court
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1 in a form and content mutually agreed to by the Parties.

2 6.2. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing
3 date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly
4 responsible for appearing in Court to advocate in favor of the motion. Class Counsel is
5 responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6 6.3. Duty to Cooperate. If the Court does not grant Preliminary Approval Order outright, or if
7 the Court conditions settlement approval on any material change to Settlement, the
8 Parties will expeditiously work together, and in good faith, to modify the terms of
9 Settlement and/or otherwise address the Court’s concerns. The Court’s decision to award
10 less than the amounts requested for the Class Representative Enhancement, Class Counsel
11 Attorneys’ Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration
12 Expenses Payment will not constitute a material modification to the Settlement within the
13 meaning of this Paragraph.

14 **7. SETTLEMENT ADMINISTRATION**

15 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as
16 the Administrator and verified that, as a condition of appointment, the Administrator agrees
17 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
18 Agreement in exchange for the Administration Expenses Payment. The Parties and their
19 respective counsel represent that they have no interest or relationship, financial or otherwise,
20 with the Administrator, other than a professional relationship arising out of prior experiences
21 administering settlements.

22 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
23 Identification Number for purposes of calculating payroll tax withholdings and providing
24 reports to state and federal tax authorities.

25 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
26 the requirements of a QSF under US Treasury Regulation section 468B-1, 26. The Parties
27 agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of
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1 the Code and Treasury Regulations section 1.4168B-1, 26 C.F.R. sections 1.468B-1, *et*
2 *seq.*, and will be administered by the Administrator as such. The Parties and Administrator
3 will treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest
4 date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall
5 be attached to the appropriate returns as required by law.

6 7.4. Notice to Class Members.

7 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
8 will notify Class Counsel that the list has been received and state the number of Class
9 Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods reported in
10 the Class Data.

11 7.4.2. Using its best efforts to perform as soon as possible, and in no event later than
12 fourteen (14) calendar days after receiving the Class Data, the Administrator will
13 send to all Class Members identified in the Class Data, via first-class USPS mail, the
14 Class Notice. The Class Notice sent to each Class Member will prominently estimate
15 the dollar amounts of the Individual Class Payment and Individual PAGA Payment
16 (if any) payable to the Class Member, and the number of any Workweeks and PAGA
17 Pay Periods (if any) used to calculate these amounts. Before mailing the Class
18 Notice, the Administrator shall update Class Member addresses using the National
19 Change of Address database.

20 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
21 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
22 Class Notice using any forwarding address provided by the USPS. If the USPS does
23 not provide a forwarding address, the Administrator shall conduct a Class Member
24 Address Search and shall re-mail the Class Notice to the most current address
25 obtained. The Administrator has no obligation to make further attempts to locate or
26 send Class Notices to Class Members whose Class Notice is returned as undelivered
27 by the USPS a second time.
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1 7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
2 written objections, Workweek and/or PAGA Pay Periods challenges, and Requests
3 for Exclusion will be extended by seven (7) calendar days provided in the initially
4 mailed Class Notice.

5 7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel are contacted
6 by or otherwise discovers any persons who believe they should have been included
7 in the Class Data and should have received a Class Notice, the Parties will
8 expeditiously meet and confer, and in good faith, in an effort to agree on whether to
9 include them as Class Members. If the Parties agree, such persons will be Class
10 Members entitled to the same rights as other Class Members, and the Administrator
11 will send, via e-mail or overnight delivery, a Class Notice requiring them to exercise
12 options under this Agreement no later than the Response Deadline.

13 7.5. Requests for Exclusion (Opt-Outs).

14 7.5.1. Class Members who wish to exclude themselves (i.e., opt-out) from the Class portion
15 of the Settlement may opt-out by sending the Administrator a Request for Exclusion,
16 which is a letter from a Class Member or his/her legal representative that includes:
17 (1) the Class Member's full name, current address, last four digits of Social Security
18 number (for verification of identity purposes and for the Settlement Administrator to
19 contact the Class Member, if necessary, to clarify the Request for Exclusion); (2) the
20 case name and number (*Youngblood v. USS Midway Museum*, Case No. 37-2024-
21 00021925-CU-OE-CTL); (3) a clear statement that the Class Member wishes to be
22 excluded from the Settlement; and (4) the Class Member's signature and the date of
23 signature. To be timely, a Request for Exclusion must be sent to the Administrator
24 via email or mail postmarked no later than the Response Deadline (or extended
25 Response Deadline, if applicable). The Administrator will notify Class Members in
26 writing of any deficiencies as to a Request for Exclusion, and such Class Members
27 will have seven (7) days from the Administrator's deficiency notice to cure all
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1 deficiencies in writing.

2 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
3 to contain all the information specified in the Class Notice. The Administrator shall
4 accept any Request for Exclusion as valid if the Administrator can reasonably
5 ascertain the identity of the person as a Class Member and the Class Member's desire
6 to be excluded from this Settlement. The Administrator's determination will be final
7 and not appealable or otherwise susceptible to challenge. If the Administrator has
8 reason to question the authenticity of a Request for Exclusion, the Administrator may
9 demand additional proof of the Class Member's identity. The Administrator's
10 determination of authenticity will be final and not appealable or otherwise
11 susceptible to challenge. The Administrator will promptly provide copies of all
12 Requests for Exclusion to Defense Counsel and Class Counsel and the
13 Administrator's determination(s), with Class Members' contact and private
14 information redacted.

15 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
16 will be deemed to be a Participating Class Member under this Agreement, entitled,
17 upon the Settlement's Effective Date, to all benefits and bound by all terms and
18 conditions of the Settlement, including the Released Class Claims under Paragraph
19 5.2 *supra*, regardless of whether the Participating Class Member actually receives
20 the Class Notice or objects to the Settlement.

21 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion will be
22 deemed to be a Non-Participating Class Member and will not receive an Individual
23 Class Payment or have the right to object to the Class portion of the Settlement.
24 However, because future PAGA claims are subject to claim preclusion upon entry
25 of the Final Approval Order and Judgment, Non-Participating Class Members, upon
26 the Settlement's Effective Date, who are Aggrieved Employees will be subject to the
27 Released PAGA Claims identified in Paragraph 5.3 *supra* and will be eligible for an
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Individual PAGA Payment.

1
2 7.6. Disputes Regarding Calculation of Workweeks and/or PAGA Pay Periods. Each Class
3 Member will have the opportunity to challenge the individual number of Workweeks and
4 PAGA Pay Periods (if any) allocated to that Class Member, as reported in the Class Notice.
5 The Class Member may challenge the allocation by communicating with the Administrator
6 via email or mail postmarked by the Response Deadline (or extended Response Deadline, if
7 applicable). The Administrator must encourage the Class Member to submit supporting
8 documentation. In the absence of any contrary documentation, the Administrator is entitled
9 to presume that the Workweeks and/or PAGA Pay Periods based on Defendant's records
10 and reported in the Class Notice are correct so long as they are consistent with the Class
11 Data. The Administrator's determination of each Class Member's allocation of Workweeks
12 and/or PAGA Pay Periods will be final and not appealable or otherwise susceptible to
13 challenge. The Administrator will promptly provide copies of all disputes to Defense
14 Counsel and Class Counsel and the Administrator's determination, with Class Members'
15 contact and private information redacted.

16 7.7. Objections to Settlement.

17 7.7.1. Only Participating Class Members may object to the Class portion of the Settlement,
18 including by contesting the fairness of the Settlement and/or amounts requested for
19 the Class Counsel Attorneys' Fees Payment, Class Counsel Litigation Costs
20 Payment, and/or Class Representative Enhancement Award. Non-Participating
21 Class Members have no right to object to the Settlement. Additionally, Class
22 Members do not have standing to object to the PAGA portion of the Settlement.

23 7.7.2. Participating Class Members may object by sending the Administrator a written
24 objection, which is a letter from a Class Member or his/her legal representative that
25 includes: (1) the Class Member's full name, current address, last four digits of Social
26 Security number (for verification of identity purposes and for the Settlement
27 Administrator to contact the Class Member, if necessary, to clarify the objection);
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1 (2) the case name and number (*Youngblood v. USS Midway Museum*, Case No. 37-
2 2024-00021925-CU-OE-CTL); (3) a clear statement that the Class Member objects
3 to the Settlement and the factual and legal basis, with supporting documents, if any,
4 on which the objection is based; (4) the Class Member's signature and the date of
5 signature; (5) whether the Class Member is represented by an attorney and if so, the
6 Class Member's attorney's contact information; and (6) whether the Class Member
7 plans to appear (or have his or her attorney appear on his or her behalf) at the Final
8 Approval Hearing. To be timely, the written objection must be sent to the
9 Administrator via email or mail postmarked by the Response Deadline (or extended
10 Response Deadline, if applicable). The Administrator will promptly provide copies
11 of all objections to Defense Counsel and Class Counsel, with Class Members'
12 contact and private information redacted.

13 7.7.3. In the alternative and/or in addition to providing a written objection, Participating
14 Class Members may appear (or hire an attorney to appear on his or her behalf) in
15 Court to present objections at the Final Approval Hearing.

16 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
17 performed or observed by the Administrator contained in this Agreement or as otherwise
18 ordered by the Court.

19 7.8.1. E-mail Address and Toll-Free Number. The Administrator will establish, maintain,
20 and use an email address and toll-free number to communicate with Class Members,
21 including providing the date, time, and location for the Final Approval Hearing and
22 copies of this Agreement, the Preliminary Approval Order, the Class Notice, and the
23 Final Approval Order and Judgment.

24 7.8.2. Requests for Exclusion (Opt-outs), Exclusion List, and Objections. The
25 Administrator will promptly review, on a rolling basis, Requests for Exclusion,
26 written objections, and disputes to ascertain their validity and timeliness.

27 7.8.2.1. Weekly Reports. The Administrator must, on a weekly basis, provide
28

1 written reports to Class Counsel and Defense Counsel that, among other
2 things, tally the number of: Class Notices mailed, re-mailed or returned
3 undelivered, Requests for Exclusion (whether valid or invalid, timely or
4 untimely) received, written objections received (whether valid or invalid,
5 timely or untimely), disputes regarding the calculation of Workweeks and/or
6 PAGA Pay Periods received and/or resolved, and checks mailed for
7 Individual Class Payments and Individual PAGA Payments (“Weekly
8 Reports”). The Weekly Reports must include the Administrator’s
9 assessment of Requests for Exclusion, written objections, and disputes, and
10 attach copies of all Requests for Exclusion and written objections received
11 (with Class Members’ contact and private information redacted). All
12 documentation and identification received by the Administrator concerning
13 objections shall be shared with Class Counsel and Defense Counsel.

14 7.8.3. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
15 authority to address and make final decisions, consistent with the terms of this
16 Agreement, regarding all Class Member challenges over the calculation of
17 Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final
18 and not appealable or otherwise susceptible to challenge.

19 7.8.4. Administrator’s Declaration. No later than fourteen (14) calendar days before the
20 date by which Plaintiff is required to file the motion for final approval of the
21 Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
22 signed declaration suitable for filing in Court attesting to its due diligence and
23 compliance with all of its obligations under this Agreement, including, but not
24 limited to, its mailing of the Class Notice, the Class Notices returned as undelivered,
25 the re-mailing of Class Notices, attempts to locate Class Members, the Response
26 Deadline, the total number of written objections to and Requests for Exclusion from
27 the Settlement received (both valid or invalid, timely or untimely). The
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1 Administrator will supplement its declaration as needed or as requested by the
2 Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
3 declaration(s) in Court.

4 7.8.5. Final Report by Settlement Administrator. Within ten (10) business days after the
5 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
6 will provide Class Counsel and Defense Counsel with a final report detailing its
7 disbursements by employee identification number only of all payments made under
8 this Agreement. At least fourteen (14) calendar days before any deadline set by the
9 Court, the Administrator will prepare and submit to Class Counsel and Defense
10 Counsel a signed declaration suitable for filing in Court attesting to its disbursement
11 of all payments required under this Agreement. Class Counsel is responsible for
12 filing the Administrator's declaration in Court.

13 **8. ESCALATOR CLAUSE**

14 8.1. The Gross Settlement Amount was negotiated based on Defendant's estimation that as of
15 August 7, 2025, there are 47,397 aggregate Workweeks worked by approximately 519
16 Class Members in the Class Period. If the actual number of Workweeks is more than
17 10% of the estimated count (i.e., if the actual number of Workweeks is more than
18 52,136.7), then Defendant agrees to either (1) increase the Gross Settlement Amount on
19 a pro rata basis per Workweek for each additional Workweek above the escalator or (2)
20 shorten the end date for the Class Period and PAGA Period such that the total number of
21 Workweeks does not exceed 52,136.7. Should the Workweek total exceed 52,136.7
22 weeks, Defendant shall be deemed to have selected option (2), ending the Class Period
23 and PAGA Period on the date on which that value is reached, although Defendant shall
24 retain the option to exercise option (1), notifying counsel and the Court of the same.

25 **9. MOTION FOR FINAL APPROVAL**

26 9.1. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff
27 will file in Court a notice and motion for final approval of the Settlement that includes a
28

1 request for approval of the PAGA portion of the Settlement pursuant to California Labor
2 Code section 2699 and a proposed Final Approval Order and a proposed Judgment. The
3 proposed Final Approval Order and Judgment will be in a form and content mutually
4 agreed to by the Parties.

5 9.2. Response to Objections. Each Party retains the right to respond to any objection raised by a
6 Participating Class Member, including the right to file responsive documents in Court no
7 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
8 accepted by the Court.

9 9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court
10 conditions settlement approval on any material change to the Settlement (i.e., any terms
11 contained in the Parties' MOU), the Parties will expeditiously work together, and in good
12 faith, to modify the terms of settlement and/or otherwise address the Court's concerns.
13 The Court's decision to award less than the amounts requested for the Class Representative
14 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs
15 Payment, and/or Administration Expenses Payment shall not constitute a material
16 modification to the Agreement within the meaning of this Paragraph.

17 9.4. Binding and Final Resolution. The Parties agree that upon the Court's Final Approval
18 Order, a judgment will be entered confirming the release of claims described above in
19 Paragraph 5. The Judgment will constitute a binding and final resolution of any and all
20 claims brought by Plaintiff on behalf of himself, Participating Class Members, the State
21 of California, and Aggrieved Employees.

22 9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment are consistent
23 with the terms and conditions of this Agreement, the Parties and their respective counsel
24 waive all rights to appeal from the Final Approval Order and Judgment, including all rights
25 to post-Judgment and appellate proceedings, the right to file motions to vacate judgment,
26 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
27 include any waiver of the right to oppose such motions, writs, or appeals. If an objector
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1 timely appeals the Final Approval Order and Judgment, the Parties' obligations to perform
2 under this Agreement will be suspended until the Effective Date, except as to matters that
3 do not affect the amount of the Net Settlement Amount.

4 9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
5 reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a material
6 modification of this Agreement, this Agreement shall be null and void. The Parties shall
7 nevertheless expeditiously work together, and in good faith, to address the appellate court's
8 concerns and to obtain final approval of the Settlement and entry of Judgment, sharing, on a
9 50/50 basis, any additional administration expenses reasonably incurred after remittitur. An
10 appellate decision to vacate, reverse, or modify the Court's award of the Class
11 Representative Enhancement Award or any payments to Class Counsel shall not constitute
12 a material modification of Judgment within the meaning of this Paragraph, so long as the
13 Gross Settlement Amount is not reduced.

14 9.7. Amended Judgment: If any amended judgment is required under California Code of Civil
15 Procedure section 384, the Parties will expeditiously work together, and in good faith, to
16 jointly submit a proposed amended judgment.

17 9.8. Enforceability and Continuing Jurisdiction. The Parties agree that this Agreement will be
18 final, binding, and enforceable pursuant to California Code of Civil Procedure section
19 664.6. The Parties further agree that the San Diego Superior Court will have continuing
20 jurisdiction over the Parties, this Action, this Agreement, and the Settlement, including
21 following any entry of Judgment for purposes of enforcement, interpretation, settlement
22 administration, and any post-Judgment issues that arise. In the event that one or more of
23 the Parties to this Settlement institutes any legal action or other proceeding against any other
24 Party to enforce the provisions of this Settlement or to declare rights and/or obligations under
25 the Settlement, the successful party shall be entitled to recover, from the unsuccessful party,
26 reasonable attorneys' fees and costs, including expert witness fees incurred in connection
27 with any enforcement action.
28

1 **10. ADDITIONAL PROVISIONS**

2 10.1. Severability: The Parties agree if any provision of this Agreement is held to be illegal,
3 invalid, or unenforceable, that provision will be severed from and no longer be a part of
4 this Agreement. The legality of the Settlement and the remaining provisions will not be
5 affected by a finding that any provision of this Agreement is illegal, invalid, or
6 unenforceable.

7 10.2. No Admission. Defendant’s signature on this Agreement is not, and shall not be construed
8 as, an admission of liability of any alleged claim or to the suitability of this case as a
9 class or representative action other than for purposes of settlement. Likewise, Plaintiff’s
10 signature on this Agreement is not, and shall not be construed as, an admission of the
11 merits of any of Defendant’s defenses. The Settlement shall be inadmissible in any
12 proceeding other than to effectuate the settlement. If the Court does not grant settlement
13 approval, the Parties agree to revert to their previous respective positions, including
14 Defendant’s contention that this Action is not suitable as a class and/or representative
15 action.

16 10.3. Confidentiality. In response to any inquiries, Plaintiff and Plaintiff’s Counsel will state
17 that “the case was resolved,” or words to that effect. Plaintiff and Plaintiff’s Counsel will
18 not communicate with or to anyone regarding the Settlement, nor report the Settlement
19 or its content in any medium or in any publication, will not post or report anything
20 regarding the claims of Plaintiff or Class Members online or through social media, and
21 will not contact any reporters or media regarding the Settlement. Notwithstanding the
22 foregoing, nothing in this Paragraph is intended to prohibit: (i) Plaintiff from disclosing
23 the Settlement with his immediate family members, attorneys, tax advisors, or taxing
24 authorities; (ii) Plaintiff’s Counsel from disclosing the settlement to tax advisors or
25 taxing authorities; (iii) Plaintiff’s Counsel from citing the Settlement as evidence
26 supporting their competence as counsel in wage/hour class and/or PAGA actions; (iv)
27 Plaintiff’s Counsel from meeting any fiduciary duties owed to Plaintiff or other Class
28

1 Members; (v) Plaintiff's Counsel from communicating with Plaintiff or providing
2 Plaintiff with legal representation; or (vi) Plaintiff's Counsel from making a limited
3 disclosure to the Court and the LWDA for purposes of obtaining settlement approval or
4 enforcing the Settlement.

5 10.4. No Solicitation. The Parties agree that they and their respective counsel will not solicit any
6 Class Member to opt out of or object to the Settlement or appeal from the Final Approval
7 Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's
8 ability to communicate with Class Members in accordance with any ethical and fiduciary
9 obligations that Class Counsel owe to Class Members.

10 10.5. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
11 Agreement, together with its attached exhibit(s), shall constitute the entire agreement
12 between the Parties relating to the Settlement, superseding any and all oral representations,
13 warranties, covenants, or inducements made to or by any Party.

14 10.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
16 appropriate action required or permitted to be taken by such Parties pursuant to this
17 Agreement to effectuate its terms, and to execute any other documents reasonably required
18 to effectuate the terms of this Agreement, including any amendments to the Agreement.

19 10.7. Cooperation. The Parties and their respective counsel will cooperate with each other and
20 use their best efforts, and in good faith, to implement the Settlement by, among other things,
21 modifying this Agreement and/or submitting supplemental evidence and supplemental
22 points and authorities as requested by the Court. In the event the Parties are unable to agree
23 upon the form or content of any document necessary to implement the Settlement, or on any
24 modification of the Agreement that may become necessary to implement the Settlement, the
25 Parties will seek the assistance of the mediator and/or the Court for resolution.

26 10.8. No Prior Assignments. The Parties separately represent and warrant that they have not,
27 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
28

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause
2 of action, or right released and discharged by the Parties in this Settlement.

3 10.9. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the
4 “Acknowledging Party” and each Party to this Agreement other than the Acknowledging
5 Party, an “Other Party”) acknowledges and agrees that: No provision of this Agreement, and
6 no written communication or disclosure between or among the Parties or their attorneys and
7 other advisors, is or was intended to be, nor shall any such communication or disclosure
8 constitute or be construed or be relied upon as, tax advice within the meaning of U.S.
9 Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended); The Acknowledging Party (a)
10 has relied exclusively upon his or its own independent legal and tax counsel for advice
11 (including tax advice) in connection with this Agreement, (b) has not entered into this
12 Agreement based upon the recommendation of any other Party or any attorney or advisor to
13 any other Party, and (c) is not entitled to rely upon any communication or disclosure by any
14 attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the
15 Acknowledging Party; and No attorney or advisor to any other Party has imposed any
16 limitation that protects the confidentiality of any such attorney’s or advisor’s tax strategies
17 (regardless of whether such limitation is legally binding) upon disclosure by the
18 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
19 transaction contemplated by this Agreement.

20 10.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
21 or changed only by an express written instrument signed by all Parties and their legal
22 representatives, and as approved by the Court.

23 10.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
24 benefit of, the successors of each Party.

25 10.12. Applicable Law and Cooperation in Drafting. The Parties agree that the Settlement will be
26 governed by and interpreted according to the laws of the State of California, without
27 regard to conflict of law principles. Further, the Parties have cooperated in the drafting
28

1 and preparation of this Agreement, and therefore, the Agreement will not be construed
2 against any Party on the basis that the Party was a drafter and participated in the
3 preparation of the this Agreement.

4 10.13. Use and Return of Class Data. Information provided to Class Counsel pursuant to California
5 Evidence Code section 1152, and all copies and summaries of the Class Data provided to
6 Class Counsel by Defendant or Defense Counsel in connection with the mediation, other
7 settlement negotiations or in connection with the Settlement, may be used only with respect
8 to this Action and the Settlement, and no other purpose, and may not be used in any way that
9 violates any existing contractual agreement, statute, or rule of court.

10 10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
11 for convenience of reference only and does not constitute a part of this Agreement.

12 10.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
13 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
14 weekend or legal court holiday, such date or deadline shall be on the first business day
15 thereafter.

16 10.16. Notice. All notices, demands, or other communications between the Parties in connection
17 with this Agreement will be in writing and deemed to have been duly given as of the third
18 business day after mailing by USPS mail, or the day sent by e-mail or messenger, addressed
19 as follows:

20 To Plaintiff:

21 **MOON LAW GROUP, PC**
22 725 S. Figueroa St., 31st Floor
23 Los Angeles, California 90017
24 Kane Moon (E-mail: kmoon@moonlawgroup.com)
25 Allen Feghali (E-mail: afeghali@moonlawgroup.com)
26 Charlotte Mikat-Stevens (E-mail: cmikat-stevens@moonlawgroup.com)

27 To Defendant:

28 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**
11622 El Camino Real, Suite 300
San Diego, California 92130
Ryan H. Nell (E-mail: rnell@pettitkohn.com)
Alec F. Dea (E-mail: adea@pettitkohn.com)

1 10.17. Stay of Litigation. The Parties agree that the Action is stayed as of the date of mediation
2 (August 7, 2025). Pursuant to California Code of Civil Procedure section 583.330, the
3 Parties further agree that the date to bring a case to trial under California Code of Civil
4 Procedure section 583.310 will be extended for the duration of the settlement process.

5 10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
6 by facsimile, electronically (e.g., DocuSign), or e-mail, which, for purposes of this
7 Agreement, shall be accepted as an original. All executed counterparts and each of them
8 will be deemed to be one and the same instrument if counsel for the Parties will exchange
9 between themselves signed counterparts. Any executed counterpart will be admissible in
10 evidence to prove the existence and contents of this Agreement. Each signatory below
11 warrants and represents s/he is authorized to enter into this Agreement and bind each
12 respective Party hereto.
13

14 **THE PARTIES REPRESENT THAT THEY HAVE EACH CAREFULLY READ THIS**
15 **AGREEMENT AND KNOW ITS CONTENTS AND FULLY UNDERSTAND IT; THAT THE**
16 **PARTIES HAVE HAD THE OPPORTUNITY TO HAVE IT TRANSLATED INTO EACH**
17 **PARTY’S DESIRED LANGUAGE; THAT THE PARTIES HAVE HAD THE OPPORTUNITY**
18 **TO HAVE ALL OF THE TERMS OF THIS AGREEMENT FULLY EXPLAINED TO THEM**
19 **BY AN ATTORNEY OF THEIR CHOOSING, OR HAVE VOLUNTARILY CHOSEN TO**
20 **EXECUTE THIS AGREEMENT WITHOUT CONSULTING AN ATTORNEY; THAT THE**
21 **PARTIES FULLY UNDERSTAND THE AGREEMENT’S FINAL AND BINDING EFFECT;**
22 **THAT THE ONLY PROMISES MADE TO EACH PARTY TO SIGN THIS AGREEMENT ARE**
23 **THOSE STATED IN THIS AGREEMENT; AND THAT THE PARTIES ARE SIGNING THIS**
24 **AGREEMENT VOLUNTARILY ON THE DATES INDICATED BELOW.**

25 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement**
26 **as of the date(s) indicated below:**

27 [Signatures on following page]
28

1 **AGREED AND UNDERSTOOD BY:**

2 **Plaintiff:**

3 Dated: Dec 22, 2025


Robert Youngblood (Dec 22, 2025 16:05:12 PST)
4 Plaintiff Robert Youngblood, Jr.

5 **Defendant:**

6 Dated: 01/28/2026

Terry Kraft
7 Defendant USS Midway Museum

8 By: Terry Kraft [name]

9
10 Its: President/CEO [position]

11
12 **APPROVED AS TO FORM ONLY BY:**

13 **Plaintiff's Counsel:**

14 Dated: December 22, 2025

MOON LAW GROUP, PC

15
16 By: 
Kane Moon
17 Allen Feghali
18 Charlotte Mikat-Stevens
Attorneys for Plaintiff

19 **Defendant's Counsel:**

20 Dated: January 30, 2026

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

21
22 By: 
Ryan H. Nell
23 Alec F. Dea
Attorneys for Defendant

Exhibit A

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

Youngblood v. USS Midway Museum

San Diego County Superior Court of California, Case No. 37-2024-00021925-CU-OE-CTL

NOTICE TO: All current and former non-exempt, hourly-paid employees who were employed by USS Midway Museum and worked for USS Midway Museum in California at any time from May 10, 2020, through **October 6, 2025**.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved. You will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.</u> ¹ If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why Have I Received This Notice?

The San Diego Superior Court of California has granted preliminary approval of a proposed Class and PAGA Representative Action Settlement Agreement (“Settlement”) reached between Plaintiff Robert Youngblood, Jr. (“Plaintiff”) and Defendant USS Midway Museum (“Defendant”) in the lawsuit entitled *Youngblood v. USS Midway Museum*, Case No. 37-2024-00021925-CU-OE-CTL (“Action”), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because records indicate that you are a member of the Settlement Class. For purposes of the Settlement, the “Class” is comprised of all current and former non-exempt, hourly-paid employees who were employed by Defendant and worked for Defendant in California at any time during the Class Period (“Class Members”). The “Class Period” is May 10, 2020, through **October 6, 2025**.

In addition, you may also be an Aggrieved Employee. For purposes of the Settlement, “Aggrieved Employees” means all current and former non-exempt, hourly-paid employees who were employed by Defendant and worked for Defendant in California at any time during the PAGA Period. The “PAGA Period” is May 10, 2023, through **October 6, 2025**.

¹ However, regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, if the Settlement is finally approved and if you are an Aggrieved Employee.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. *What Is the Case About?*

This Action was filed by Plaintiff on May 10, 2024. Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all wages when due during employment or final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”).

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. The Court has not made any decision on whether the claims in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails.

Plaintiff and Defendant (the “Parties”) reached a Settlement subject to the Court’s final approval. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant’s affirmative defenses have merit.

3. *How Much Is the Settlement and How Much Am I Expected to Receive?*

Defendant has agreed to pay a “Gross Settlement Amount” of \$1,421,910.00, which includes all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to Aggrieved Employees, Plaintiff’s Class Representative Enhancement Award, Class Counsel’s Attorneys’ Fees Payment, Class Counsel Litigation Costs Payments, the Settlement Administrator’s Administration Expenses Payment, and a payment to the Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA. Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of attorneys’ fees payable from the Gross Settlement Amount in the amount of up to one-third (i.e., \$473,970.00) of the Gross Settlement Amount as well as reimbursement of their actual litigation costs not to exceed \$22,000.00. Plaintiff is seeking an enhancement award from the Gross Settlement Amount in the amount of up to \$7,500.00 for his service as the Class Representative. The Parties are asking that \$150,000.00 of the Gross Settlement Amount be allocated to settle the PAGA claims, with 75% (i.e., \$112,500.00) to be paid to the LWDA, and the remaining 25% (i.e., \$37,500.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. Finally, the Settlement Administrator estimates that the cost of administration will not exceed \$7,550.00. After all these payments, in the amounts finally approved by the Court, are deducted from the Gross Settlement Amount, the remainder will be distributed to Participating Class Members through Individual Class Payments.

“Participating Class Members” are Class Members who do not send the Settlement Administrator a timely and valid Request for Exclusion from the Settlement. Individual Class Payments shall be distributed on a pro rata basis and calculated by the Settlement Administrator based on Participating Class Members’ respective number of Workweeks. A “Workweek” refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Individual PAGA Payments shall be distributed on a pro rata basis and calculated by the Settlement Administrator based on Aggrieved Employees’ respective number of PAGA Pay Periods. A “PAGA Pay Period” refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant’s records indicate that you worked approximately [redacted] **Workweeks** between May 10, 2024, and **October 6, 2025**. Based on this information, your Individual Class Payment is estimated to be \$ [redacted]. The actual amount may vary and is subject to standard wage withholdings. Twenty percent (20%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings, and reported on an IRS Form W-2. The remaining eighty percent (80%) will be treated as penalties and interest for tax purposes, and reported on an IRS Form 1099.

Defendant’s records indicate that you worked approximately [redacted] **PAGA Pay Periods** between May 10, 2023, and **October 6, 2025**. Based on this information, your Individual PAGA Payment is estimated to be \$ [redacted]. (If no amount is stated, that is because Defendant’s records do not show that you worked during the PAGA Period.) The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099. You are responsible for paying any federal, state, or local taxes because of this payment.

If you believe the workweek or pay period information shown above is correct, you do not need to do anything. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records showing the number of workweeks or pay period you believe you worked. The dispute must be sent to the Settlement Administrator (whose contact information is listed below) by e-mail or mail postmarked no later than [redacted], 2025. Defendant’s records will be presumed determinative, absent credible evidence to rebut the accuracy of the Workweeks and/or PAGA Pay Periods credited to you. The Settlement Administrator will review the records you provide to resolve the dispute and will make a determination.

4. *What are my Rights Regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release all claims covered by the Settlement. You do not have to do anything to receive a payment.

The front of every check issued to you will show the date when the check expires (“Void Date”). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will either be (i) distributed to other Class Members who timely cashed their check or (ii) deposited with the California Controller’s Unclaimed Property Fund in your name.

Note: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Only if you wish to object to the Settlement should you submit a written objection stating why you object to the Settlement.

Submitting an objection means that you do not want the Settlement or any term of the Settlement to be approved by the Court. Any objection must be in writing and contain: (1) your full name, current address, last four digits of your Social Security number (for verification of identity purposes and for the Settlement Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Youngblood v. USS Midway Museum*, Case No. 37-2024-00021925-CU-OE-CTL); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on

which the objection is based; (4) your signature and the date of signature; (5) whether you are represented by an attorney and if so, provide your attorney's contact information; and (6) whether you plan to appear (or have your attorney appear on your behalf) at the Final Approval Hearing. The Settlement Administrator will not disclose your contact information or last four digits of Social Security number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written objection must be sent to the Settlement Administrator (whose contact information is listed below) by e-mail or mail postmarked no later than [REDACTED], 2025. A copy of any objection will be submitted to the Court (with private information redacted) for the Court's consideration regarding whether to finally approve the Settlement.

Any Participating Class Member who fails to submit a timely and valid written objection in the manner specified above may still appear (or hire an attorney to appear on his or her behalf) and object at the Final Approval Hearing set for [REDACTED], 2026, at [REDACTED] a.m./p.m. in Department C-69 of the San Diego County Superior Court. Be advised that the Final Approval Hearing may be continued to another date or time without further notice to you.

Participating Class Members who fail to object in the manners specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are still expected to receive your individual share of the Settlement if the Court approves the Settlement over your objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Settlement Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current address, last four digits of your Social Security number (for verification of identity purposes and for the Settlement Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Youngblood v. USS Midway Museum*, Case No. 37-2024-00021925-CU-OE-CTL); (3) a clear statement that you wish to be excluded from the Settlement; and (4) your signature and the date of signature. The Settlement Administrator will not disclose your contact information or last four digits of Social Security number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Settlement Administrator (whose contact information is listed below) by e-mail or mail postmarked no later than [REDACTED], 2025. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement. However, even if you submit a timely and valid Request for Exclusion, you will still receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) if you are an Aggrieved Employee and the Court final approves the Settlement. You cannot opt out of the PAGA portion of the proposed Settlement.

5. *When Is the Final Approval Hearing?*

The Court will hold a Final Approval Hearing concerning the Settlement on [REDACTED], 2026, at [REDACTED] a.m./p.m. in Department C-69 of the San Diego County Superior Court, Hall of Justice, located at 330 W Broadway, San Diego, California 92101.

The Final Approval Hearing may be continued to another date without further notice to you. You do not need to appear at the hearing unless you wish to object to the Settlement. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department C-69 at (619) 450-7069 for instructions on how to remotely appear or verify the hearing date and time.

6. *Can I Be Retaliated Against for Participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

7. *What Is Being Released as Part of the Settlement?*

Plaintiff's General Release: Upon entry of the Court's final settlement approval order and Defendant's funding of the Gross Settlement Amount and employer-share of payroll taxes, Plaintiff will release the Released Parties from any and all claims that Plaintiff has or may have against them related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after August 26, 2025.

Section 1542 Waiver: For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "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."

Released Class Claims by Participating Class Members: Upon entry of the Court's final settlement approval order and Defendant's funding of the Gross Settlement Amount and employer-share of payroll taxes, Plaintiff will release, on behalf of himself and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's operative First Amended Class and Representative Action Complaint or that reasonably could have been alleged based on the facts stated therein ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims: Upon entry of the Court's final settlement approval order and Defendant's funding of the Gross Settlement Amount and employer-share of payroll taxes, Plaintiff will release, on behalf of himself, the LWDA and all other Aggrieved Employees, all claims against the Released Parties for civil

penalties pursuant to the California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, which were alleged in Plaintiff's PAGA Notice to the LWDA, and in Plaintiff's operative First Amended Class and Representative Action Complaint ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA arising during the PAGA Period.

Released Parties: The "Released Parties" refers to Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

8. *What If I Lose My Settlement Check or Tax Forms?*

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. If your check is already void, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds, to see if it is possible to retrieve the funds.

The Settlement Administrator will also replace any tax forms that you have lost.

9. *How Can I Get More Information?*

This Notice contains a summary of the basic terms of the Settlement. For more precise terms, you may review a copy of the Settlement as well as the pleadings and other records in this litigation at the Court Clerk's office, located at 330 W Broadway, San Diego, CA 92101, during regular business hours. You may also access the case file online through the Court's website at:

<https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/onlinecasesearch>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the following contact information:

[Settlement Administrator Name]

[ADDRESS]

[PHONE NUMBER]

[EMAIL]

You may also contact the attorneys representing the Parties at the following contact information:

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PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.