

1 **AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA**
2 **SETTLEMENT**

3 This Amended Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or
4 “Settlement Agreement”) is made by and between the Plaintiff CALVIN WATSON (“Plaintiff”),
5 on his own behalf and on behalf of all members of the Settlement Class, as defined below, on the
6 one hand, and Defendant PIER 39, LP (“Defendant”) on the other hand (Plaintiff and Defendant
7 collectively referred to as the “Parties”), in the lawsuit entitled *Calvin Watson v. Pier 39, LP*, filed
8 in San Francisco County Superior Court, Case No. CGC-23-608701 (the “Action”). This Settlement
9 resolves all claims that were asserted or could have been asserted against Defendant pertaining to
10 the claims in the Action. The Agreement refers to Plaintiff and Defendant collectively as “Parties,”
11 or individually as a “Party.”

12 **I. DEFINITIONS**

13 A. **“Administration Costs”** means the amount the Administrator will be paid from the
14 Total Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid submitted to the Parties and approved by the Court in
16 connection with Preliminary Approval of the Settlement.

17 B. **“Attorneys’ Fees”** and **“Litigation Costs”** (together **“Attorneys’ Fees and**
18 **Costs”**) mean the amounts allocated to Class Counsel for reasonable attorneys’ fees and
19 reimbursement of actual litigation costs, respectively, incurred to prosecute the Action.

20 C. **“Class Counsel”** or **“Plaintiff’s Counsel”** means Lawyers *for* Justice, PC, The
21 Zakay Law Group, APLC, and JCL Law Firm, APC and all the lawyers of these firm acting on
22 behalf of Plaintiff and the Class.

23 D. **“Class Members”** means all individuals who were employed by Defendant as non-
24 exempt/hourly employees in the State of California during the Class Period (as defined below)
25 (collectively referred to as the “Class”).

26 E. **“Class Data”** means Class Member identifying information in Defendant’s
27 possession, custody, or control, including each Class Member’s: (1) full name; (2) last known
28 address; (3) the number of Workweeks worked during the Class Period; (4) number of Pay Periods

1 worked during the PAGA Period; (5) Social Security number; and (6) personal e-mail address, to
2 the extent such email address is available. The Class List shall be provided to the Administrator
3 by Defendant confidentially, and neither Plaintiff nor Class Counsel shall have the right to review
4 the Class List.

5 F. **“Class Member Address Search”** means the Settlement Administrator’s
6 investigation and search for Class Members’ current mailing addresses using all reasonably
7 available sources, methods and means including, but not limited to, the National Change of
8 Address database and direct contact by the Settlement Administrator with Class Members.

9 G. **“Class Notice”** means the Court Approved Notice of Class Action Settlement, to
10 be mailed to Class Members in English in the form, without material variation, attached as “Exhibit
11 A” and incorporated by reference into this Agreement.

12 H. **“Class Period”** means the period from August 29, 2019 through October 1, 2024.

13 I. **“Class Settlement”** means the settlement and release of Released Class Claims.

14 J. **“Court”** means the Superior Court of the State of California for the County of San
15 Francisco.

16 K. **“Defendant”** means Pier 39, LP.

17 L. **“Defense Counsel”** means Ari Hersher, Ryan McCoy, and Parnian Vafaenia of
18 Seyfarth Shaw LLP.

19 M. **“Effective Date”** means the date upon which both of the following have occurred:
20 (i) final approval of the settlement is granted by the Court and (ii) the Court’s Judgment approving
21 the settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s
22 Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the
23 expiration of the time to file a petition for review with the California Supreme Court or other court
24 in California assuming jurisdiction of this matter, or, (ii) if a petition for review filed, the date of
25 denial of the petition, or the date the Court’s Judgment is affirmed pursuant to such petition; or
26 (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the
27 Court’s Judgment. If a timely objection to settlement is filed (including an objection from the
28 LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals

1 relating to objections to Settlement and the Final Approval Order has expired; or (b) if an appeal,
2 review or writ is sought, the date on which the highest reviewing court renders its decision denying
3 any petition (where the immediately lower court affirmed the judgment) or affirming the judgment.
4 Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has
5 commenced an investigation or issued a Citation prior to the Effective Date, as determined under
6 the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes
7 its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the
8 Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer
9 appealable.

10 N. **“Enhancement Award”** means the payment to the Class Representative for
11 initiating the Action and providing services in support of the Action.

12 O. **“Final Approval Hearing”** means the hearing at which the Court will consider and
13 determine whether the Settlement should be granted Final Approval.

14 P. **“Final Approval Order”** as used herein mean the final formal judgment entered by
15 the Court granting final approval of this Agreement.

16 Q. **“Individual Settlement Payments”** means payments made to the Settlement Class
17 Members from the Net Settlement Amount as part of the Settlement.

18 R. **“Individual PAGA Payments”** means the PAGA Group Members’ pro rata shares
19 of the 35% of the PAGA Penalties calculated according to the number of Pay Periods worked
20 during the PAGA Period.

21 S. **“Net Settlement Amount”** means the Total Settlement Amount minus any Court-
22 approved award of Attorneys’ Fees and Costs to Class Counsel, Administration Costs to the
23 Settlement Administrator, Enhancement Award to Plaintiff and PAGA Penalties. The remainder
24 is to be paid to Settlement Class Members as Individual Settlement Payments.

25 T. **“Non-Settlement Class Members”** means any Class Member who opts out of the
26 Class Settlement by sending the Administrator a valid and timely Request for Exclusion. There
27 will be no opportunity to opt out of the PAGA portion of the settlement.

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1 U. **“Objection”** means a Settlement Class Member’s objection to the Class
2 Settlement. Settlement Class Members may send written Objections to the Settlement
3 Administrator, by fax, email, or mail. In the alternative, Settlement Class Members may appear in
4 Court (or hire an attorney to appear in Court) to present oral Objections at the Final Approval
5 Hearing. A Settlement Class Member who elects to send a written Objection to the Settlement
6 Administrator must ensure that the written Objection is submitted by mail or email to the
7 Settlement Administrator at the specified address, postmarked (if mailed) or sent (if emailed) on
8 or before the Response Deadline. The written objection must provide sufficient information to
9 allow the Settlement Administrator to identify the Class Member and the substance of their
10 objection.

11 V. **“Pay Periods”** means the number of pay periods each PAGA Group Member
12 worked for Defendant for at least one day as a non-exempt/hourly employee within California
13 during the PAGA period.

14 W. **“Plaintiff”** and **“Class Representative”** mean Calvin Watson.

15 X. **“PAGA Group Members”** means all individuals who were employed by Defendant
16 as non-exempt/hourly employees in the State of California during the PAGA Period (as defined
17 below) (collectively referred to as the **“PAGA Members”**).

18 Y. **“PAGA Notice”** means Plaintiff’s September 2, 2025 letter to Defendant and the
19 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

20 Z. **“PAGA Penalties”** means the amount of Seventy-Five Thousand Dollars
21 (\$75,000.00) from the Total Settlement Amount which will be allocated toward penalties under
22 the Private Attorneys General Act, California Labor Code § 2698 *et seq.*, of which sixty-five
23 percent (65%) will be paid to the LWDA (i.e., the **“LWDA Payment”**), and thirty-five percent
24 (35%) will be distributed to the PAGA Group Members (i.e., the **“Employee PAGA Amount”**).

25 AA. **“PAGA Period”** means the period from August 29, 2022 through either October 1,
26 2024.

27 BB. **“Preliminary Approval Date”** means the date that the Court enters an order
28 granting preliminary approval of the Settlement.

1 CC. **“Released Class Claims”** means the claims being released as described in Section
2 VII.A below.

3 DD. **“Released PAGA Claims”** means the claims being released as described in Section
4 VII.B below.

5 EE. **“Released Parties”** are defined as Defendant Pier 39, LP and any of its former
6 and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to
7 have jointly employed the Class Members or PAGA Members as well as each of their former
8 and/or current officers, directors, managers, owners, executives, partners, executive level
9 employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns and
10 legal representatives.

11 FF. **“Request for Exclusion”** means a Class Member’s written letter indicating a
12 request to be excluded from the Class Settlement, which must be submitted by mail or email to the
13 Settlement Administrator at the specified address or email address, postmarked (if mailed) or sent
14 (if emailed) on or before the Response Deadline. There will be no opportunity to opt out of the
15 PAGA portion of the settlement. The Request for Exclusion must provide sufficient information
16 to allow the Settlement Administrator to determine the identity of the Class Member and their
17 desire to be excluded.

18 GG. **“Response Deadline”** means forty-five (45) calendar days after the Settlement
19 Administrator mails the Class Notice to Class Members and PAGA Group Members, and shall be
20 the last date on which Class Members may: (a) mail Requests for Exclusion from the Class
21 Settlement, or (b) mail their written Objection to the Class Settlement. The Response Deadline
22 shall be extended by fifteen (15) calendar days for those Class Members to whom Class Notices
23 are resent after having been returned undeliverable to the Settlement Administrator.

24 HH. **“PAGA Settlement”** means the settlement and release of Released PAGA Claims.

25 II. **“Settlement”** means the disposition and agreement to resolve the Action.

26 JJ. **“Settlement Administrator”** or **“Administrator”** means ILYM Group, Inc.
27 (“ILYM”), the settlement administrator selected by the Parties, and which will be responsible for
28 the administration of the Total Settlement Amount, as defined below, and all related matters. The

1 Parties each represent that they do not have any financial interest in the Settlement Administrator
2 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
3 interest.

4 KK. “**Settlement Class Member**” means a Class Member who does not submit a timely
5 and valid Request for Exclusion.

6 LL. “**Total Settlement Amount**” means the sum of Six Hundred Forty Thousand
7 Dollars (\$640,000.00), which shall be paid by Defendant, and from which all Individual
8 Settlement Payments, Court-approved Attorneys’ Fees and Litigation Costs, Administration
9 Costs, Enhancement Payment, and PAGA Penalties shall be made, except as provided herein.

10 MM. “**Workweeks**” means the number of weeks each Class Member worked for
11 Defendant for at least one day week during which a Class Member worked for Defendant in
12 California as a non-exempt/hourly employee within California during the Class Period.

13 NN. “**Workweeks/Pay Periods Dispute**” means a Class Member’s written letter
14 disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or
15 Pay Periods credited to them, which must be submitted by mail or email to the Settlement
16 Administrator at the specified address or email address, postmarked (if mailed) or sent (if emailed)
17 on or before the Response Deadline. The Workweeks Dispute and/or Pay Periods Dispute must
18 contain sufficient information to allow the Settlement Administrator to determine the identity of
19 the Class Member submitting the dispute and the basis of their workweek dispute. Class Members
20 may also submit evidence that supports their dispute. The Settlement Administrator is the final
21 decisionmaker on Workweek and Pay Period Disputes. If a Class Member submits a written
22 Workweek or Pay Period Dispute, the Settlement Administrator will inform that Class Member of
23 its final determination within fifteen (15) calendar days of the Response Deadline.

24 **II. BACKGROUND**

25 A. On August 29, 2023, Plaintiff commenced the class action lawsuit entitled *Calvin*
26 *Watson v. Pier 39, LP, et al.*, in the Superior Court of California for the County of San Francisco,
27 Case No. CGC23608701 by filing the Class Action Complaint for Damages, which alleged ten
28 causes of action against Defendant for: (1) California Labor Code sections 510 and 1198 (failure to

1 pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant
2 meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide
3 rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1
4 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay
5 final wages); (6) California Labor Code section 204 (failure to timely pay wages during
6 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage
7 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
8 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business
9 expenses); and (10) California Business & Professions Code sections 17200, *et seq.*

10 **B.** On November 15, 2023, Defendant filed its Answer to Plaintiff's Complaint,
11 denying each and every allegation set forth in the Complaint.

12 **C.** On September 2, 2025, Plaintiff submitted a PAGA Notice with the LWDA
13 asserting claims against Defendant.

14 **D.** For purposes of effectuating settlement, the Parties stipulated to allow Plaintiff leave
15 to file a First Amended Complaint ("FAC"), which was filed solely for the purpose of adding factual
16 allegations and legal claims covered by the Parties' settlement, including, but not limited to, adding
17 a cause of action for violation of the PAGA. On September 4, 2025, the Court signed an order
18 granting Plaintiff leave to file a FAC. Plaintiff filed the FAC on November 7, 2025. The FAC is
19 the Operative Complaint in this Action.

20 **E.** Class Counsel conducted extensive investigation, discovery, review and analysis of
21 data and documents, and evaluation concerning the claims set forth in the Action.

22 **F.** The Parties engaged in good faith, arms-length negotiations concerning possible
23 settlement of the claims asserted in the Action. On July 31, 2024 the Parties participated in an all-
24 day mediation presided over by Daniel Turner, Esq. Although the Parties did not reach a resolution
25 during the mediation, the Mediator presented a "Mediator's Proposal" at the conclusion of the
26 mediation, which both Parties accepted, and which led to this Agreement to settle the Action.

27 **G.** Prior to mediation, Plaintiff obtained, through informal discovery, a random
28 sampling of Class Members' time and pay records, as well as information and documents concerning

1 the claims set forth in the Action, including but not limited to, Defendant's employee handbooks
2 and relevant wage and hour policies, datapoints, including but not limited to, information regarding
3 the number of Class Members and PAGA Group Members, the number of workweeks worked by
4 the Class Members, and the number of pay periods worked by the PAGA Group Members.
5 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
6 *Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
7 (2008) 168 Cal.App.4th 116, 129-130.

8 **H.** Class Counsel has conducted an investigation of the law and facts relating to the
9 claims asserted in the Action and has concluded, taking into account the sharply contested issues
10 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Action
11 through trial and any appeals, the risks and costs of further prosecution of the Action, the risk of an
12 adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received
13 by Plaintiff and the members of the Class and State of California pursuant to this Agreement, that a
14 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate,
15 and in the best interests of the Class and State of California. Plaintiff, on his own behalf, on behalf
16 of the Class, and as a private attorney general on behalf of the State of California with respect to
17 PAGA Members, has agreed to settle the Action with Defendant on the terms set forth herein.

18 **I.** Defendant denies each of the allegations and claims asserted against it in the Action.
19 However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden,
20 expense and uncertainty of continuing litigation and for the purpose of putting to rest the
21 controversies engendered by the Action.

22 **J.** This Agreement is intended to and does effectuate the full, final and complete
23 settlement of the allegations and claims in the Action.

24 **K.** The issue of class certification has not been briefed or adjudicated in the Action, as
25 the Parties agreed to mediate prior to the filing of any motion to determine whether a class should
26 be certified.

27 **III. MONETARY TERMS**

28 **A. Total Settlement Amount.** Except as otherwise provided by Section XI below,

1 Defendant promises to pay \$640,000.00 as the Total Settlement Amount and to separately pay any
2 and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Payments.
3 Defendant has no obligation to pay the Total Settlement Amount (or any payroll taxes) prior to the
4 deadline stated in Paragraph VI.B of this Agreement. The Administrator will disburse the entire
5 Total Settlement Amount without asking or requiring Settlement Class Members or PAGA Group
6 Members to submit any claim as a condition of payment. None of the Total Settlement Amount will
7 revert to Defendant.

8 **B. Payments from the Total Settlement Amount.** The Administrator will make and
9 deduct the following payments from the Total Settlement Amount, in the amounts specified by the
10 Court in the Final Approval:

11 **1. To Plaintiff:** Enhancement Award to the Class Representative of not more than
12 \$10,000.00 (in addition to any Individual Settlement Payment and any Individual PAGA
13 Payment the Class Representative is entitled to receive as a Settlement Class Member).
14 Defendant will not oppose Plaintiff's request for an Enhancement Award that does not
15 exceed this amount. As part of the motion for Attorneys' Fees and Costs, Plaintiff will
16 seek Court approval for any Enhancement Award. If the Court approves an
17 Enhancement Award less than the amount requested, the Administrator will retain the
18 remainder in the Net Settlement Amount to be distributed to Settlement Class Members.
19 The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff
20 assumes full responsibility and liability for employee taxes owed on the Enhancement
21 Award. The Parties agree that the Court's approval of any request for an Enhancement
22 Award for Plaintiff is not a condition of the Agreement and that an award of less than
23 the amount requested would not give rise to a basis to abrogate the Agreement.

24 **2. To Class Counsel:** Attorneys' Fees of not more than 35% of the Total Settlement
25 Amount, which is currently estimated to be \$224,000.00, and reimbursement of
26 Litigation Costs of not more than \$25,000.00 that will be determined at the time of final
27 approval. Defendant will not oppose requests for these payments, provided that they do
28 not exceed these amounts. These amounts will cover any and all work performed and

1 any and all costs incurred by Class Counsel in connection with the litigation of this
2 Action, including without limitation all work performed to date, and all work to be
3 performed and all costs to be incurred in connection with obtaining the Court's approval
4 of the Settlement, as well as any objections raised, and any appeals necessitated by those
5 objections. The Released Parties shall have no liability to Class Counsel or any other
6 counsel arising from any claim to any portion of any Attorneys' Fees Payment or
7 Litigation Costs. Class Counsel shall be solely and legally responsible for correctly
8 characterizing this compensation for tax purposes and for paying any taxes on the
9 amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Class
10 Counsel shall be part of the Net Settlement Amount to be distributed to Settlement Class
11 Members. The Parties agree that the Court's approval of any request for attorneys' fees
12 or litigation costs is not a condition of the Agreement and that an award of less than the
13 amounts requested would not give rise to a basis to abrogate the Agreement.

14 **3. To the Administrator:** The Administrator will be paid for the reasonable costs of
15 administration of the Settlement and distribution of payments under the Settlement,
16 which is currently estimated not to exceed \$6,350.00. To the extent actual
17 Administration Costs are greater than the estimated amount stated herein, such excess
18 amount will be disclosed to the Court and deducted from the Total Settlement Amount,
19 subject to approval by the Court. Any portion of the estimated, designated, and/or
20 awarded Administration Costs which are not in fact required to fulfill payment to the
21 Administrator to undertake the required settlement administration duties will become
22 part of the Net Settlement Amount to be distributed to Settlement Class Members.

23 **4. PAGA Penalties:** Subject to approval by the Court, the Parties agree that the amount
24 of \$75,000.00 from the Total Settlement Amount will be allocated toward PAGA
25 Penalties, of which 65%, or \$48,750.00, will be paid to the LWDA (i.e., the LWDA
26 Payment) and 35%, or \$26,250.00, will be distributed to PAGA Group Members on a
27 *pro rata* basis, based on Pay Periods during the PAGA Period (i.e., Individual PAGA
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1 Payments). If the Court approves PAGA Penalties of less than the amount requested,
2 then the Administrator will retain the remainder in the Net Settlement Amount.

3 **C. Individual Settlement Payment Calculations.** Individual Settlement Payments
4 will be calculated and apportioned from the Net Settlement Amount based on the Class Members'
5 Workweeks, as follows:

6 1. After Preliminary Approval of the Settlement, the Administrator will divide the Net
7 Settlement Amount by the total number of Workweeks worked by all Class Members
8 according to Defendant's business records to yield the "Estimated Workweek Value," and
9 multiply each Class Member's individual Workweeks by the Estimated Workweek Value
10 to yield his or her estimated Individual Settlement Payment that he or she may be eligible
11 to receive under the Class Settlement.

12 2. After Final Approval of the Settlement, the Administrator will divide the final Net
13 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final
14 Workweek Value," and multiply each Settlement Class Member's individual Workweeks
15 by the Final Workweek Value to yield his or her Individual Settlement Payment. Non-
16 Settlement Class Members will not receive any Individual Settlement Payments.

17 **D. Individual PAGA Payment Calculations.** Individual PAGA Payments will be
18 calculated and apportioned from the 35% share of the PAGA Penalties based on the PAGA Group
19 Members' Pay Periods, as follows: The Administrator will divide the 35% portion of the PAGA
20 Penalties attributed to PAGA Group Members, i.e. \$26,250.00, by the Pay Periods worked by all
21 PAGA Group Members during the PAGA Period resulting in the Pay Period Value and then
22 multiplying the Pay Period Value by the number of Pay Periods worked by each individual PAGA
23 Group Member during the PAGA Period.

24 **E. Tax Allocation of Individual Settlement Payments and Individual PAGA**
25 **Payments.** Twenty-Five percent (25%) of each Settlement Class Member's Individual Settlement
26 Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions
27 are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-Five percent (75%)
28 of each Settlement Class Member's Individual Settlement Payment will be allocated to settlement

1 of claims for non-wages, including penalties and interest, (the “Non-Wage Portion”). The Non-
2 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
3 Settlement Class Members assume full responsibility and liability for any employee taxes owed on
4 their Individual Settlement Payment. Any payment for an Individual PAGA Payment will be
5 allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and
6 will be reported on an IRS Form-1099. The Administrator will have the option to pay the Individual
7 Settlement Payment and Individual PAGA Payment by way of a single check.

8 **F. Effect of Non-Settlement Class Members on Calculation of Individual**
9 **Settlement Payments.** Non-Settlement Class Members will not receive any Individual Settlement
10 Payments. The Administrator will retain amounts equal to their Individual Settlement Payments in
11 the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis.
12 However, Non-Settlement Class Members who are PAGA Group Members will still receive their
13 Individual PAGA Payments.

14 **IV. STIPULATION OF CLASS CERTIFICATION**

15 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only
16 as to the Settlement Class and related to the Released Class Claims. This stipulation is contingent
17 upon the preliminary and final approval and certification of the Class only for purposes of
18 settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties
19 were willing to stipulate provisionally to class certification as part of the Settlement shall have no
20 bearing on, and shall not be admissible in connection with, the issue of whether a class should be
21 certified in a non-settlement context in the Action. Defendant expressly reserves the right to oppose
22 class certification and/or proactively move to deny certification should this Settlement be modified
23 or reversed on appeal or otherwise not become final.

24 **B.** The Parties agree that class certification pursuant to California Code of Civil
25 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
26 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
27 should be certified or given collective treatment in the Action or in any other action or proceeding.
28 Further, neither this Agreement nor the Court’s actions with regard to this Agreement will be

1 admissible in any court or other tribunal regarding the propriety of class certification or collective
2 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
3 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
4 limited, or affected in any way any claims, rights, or remedies in the Action, and Defendant will
5 not be deemed to have waived, limited, or affected in any way any of its objections or defenses in
6 the Action.

7 **V. STATEMENT OF NO ADMISSION**

8 **A.** Defendant denies liability for any claim or cause of action asserted in both the
9 PAGA Notice and the Action. This Agreement does not constitute, and is not intended to constitute,
10 an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
11 made against it in the PAGA Notice and the Action.

12 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
13 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
14 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
15 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
16 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
17 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
18 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
19 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
20 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
21 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
22 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
23 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
24 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
25 Agreement or any orders or judgments of the Court entered in connection with implementation of
26 this Agreement and/or the Settlement.

27 **C.** None of the documents produced or created by Plaintiff or the Class in connection
28 with settlement procedures constitute, and they are not intended to constitute, an admission by

1 either Plaintiff or Defendant regarding whether or not any violation of any federal, state, or local
2 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
3 equity has occurred.

4 **VI. SETTLEMENT FUNDING AND PAYMENTS**

5 **A. Class List.** Not later than fifteen (15) business days after the Court grants
6 Preliminary Approval of the Settlement, Defendant will deliver the Class List to the Administrator,
7 in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
8 Administrator must maintain the Class List in confidence, use the Class List only for purposes of
9 this Settlement and for no other purpose, and restrict access to the Class List to Administrator
10 employees who need access to the Class List to effect and perform under this Agreement.
11 Notwithstanding this provision, Class Counsel shall also receive redacted Class List that shall only
12 disclose an identification number attributed to each Class Member and their associated Workweeks
13 during the Class Period and each PAGA Group Member and their associated Pay Periods during
14 the PAGA Period. Defendant has a continuing duty to immediately notify Class Counsel if they
15 discover that the Class List omitted class member identifying information and to provide corrected
16 or updated Class List as soon as reasonably feasible.

17 **B. Funding of Total Settlement Amount.** Within five (5) business days of the
18 Effective Date, the Administrator shall provide Defendant with the documents and information
19 necessary in order for Defendant to fund the settlement, including the information that Defendant
20 will need in order to pay their share of the payroll taxes owed. Defendant shall fully fund the Gross
21 Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes,
22 by transmitting the funds to the Administrator no later than twenty-five (25) calendar days after the
23 Effective Date.

24 **C. Payments from the Total Settlement Amount.** Within fourteen (14) calendar days
25 after Defendant funds the Total Settlement Amount, the Administrator will mail checks for all
26 Individual Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the
27 Administration Costs, the Attorneys' Fees and Costs, and the Enhancement Award. Disbursement
28

1 of the Attorneys' Fees and Costs and the Enhancement Award shall not precede disbursement of
2 Individual Settlement Payments and Individual PAGA Payments.

3 1. The Administrator will issue checks for the Individual Settlement Payments and/or
4 Individual PAGA Payments and send them to the Class Members and/or PAGA Group
5 Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently
6 state the date (not less than one hundred eighty (180) calendar days after the date of mailing)
7 when the check will be voided. The Administrator will cancel all checks not cashed by the
8 void date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments to all
11 PAGA Group Members including Non-Participating Class Members who qualify as PAGA
12 Group Members (including those for whom Class Notice was returned undelivered). The
13 Administrator will send Participating Class Members a single check combining the Individual
14 Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the
15 Administrator must update the recipients' mailing addresses using the National Change of
16 Address Database.

17 2. The Administrator must conduct a Class Member Address Search for all other
18 Participating Class Members and PAGA Group Members whose checks are returned
19 undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned
20 check, the Administrator must re-mail checks to the USPS forwarding address provided or to
21 an address ascertained through the Class Member Address Search. The Administrator need
22 not take further steps to deliver checks to Participating Class Members and PAGA Group
23 Members whose re-mailed checks are returned as undelivered. The Administrator shall
24 promptly send a replacement check to any Participating Class Member whose original check
25 was lost or misplaced, requested by the Class Member prior to the void date.

26 3. For any Class Member whose Individual Settlement Payment check or Individual
27 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
28 transmit the funds represented by such checks to the California State Controller's Unclaimed

1 Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject
2 to the requirements of the California Code of Civil Procedure Section 384, subd. (b).

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

7 **VII. RELEASE OF CLAIMS**

8 **A. Release As to All Settlement Class Members.**

9 Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all
10 Settlement Class Members waive, release, and discharge the Released Parties from all claims that
11 were alleged based on the facts and allegations in the Operative Complaint that are alleged to have
12 occurred during the Class Period, and all claims reasonably related to the factual allegations in the
13 Operative Complaint. This includes claims reasonably related to the factual allegations in the
14 Operative Complaint for alleged failure to pay all wages due (including minimum wage, overtime
15 wages, and double time wages), claims regarding rounding, failure to pay for all hours worked
16 (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest
17 periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest
18 periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate
19 of pay, failure to pay or properly calculate meal or rest period premiums, donning and doffing, pre
20 and post-shift work, failure to reimburse necessary business expenses, failure to furnish accurate
21 wage statements including claims derivative and/or related to these claims, liquidated damages,
22 conversion of wages, and record-keeping violations, up to and including the end of the Class Period
23 (collectively, “Released Class Claims”).

24 **B. Released as to State of California and PAGA Group Members.**

25 Upon the Effective Date and full funding of the Total Settlement Amount, The State of
26 California and all PAGA Group Members, including Settlement Class Members who are PAGA
27 Group Members, are deemed to release, on behalf of themselves and their respective former and
28 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the

Released Parties from any and all claims under the PAGA reasonably related to the factual allegations in the Operative Complaint that arose during the PAGA Period.

C. General Release by Plaintiff Only.

In addition to the releases made in Section VII.A-B, Plaintiff makes the additional following general release of all claims, known or unknown. Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's relationship with Defendant as well as any and all acts or omissions by or on the part of Defendant, excluding only claims that, by law, may not be privately released. (The release set forth in this Section VII.C shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Moreover, the Parties agree that this General Release specificlly excludes the union's grievance Plaintiff submitted on July 5, 2022 in connection with his termination. In agreeing to this carve out, Defendant is not making any admission with respect to Plaintiff's grievance, and Defendant does not waive any defenses to Plaintiff's grievance. Defendant reserves all rights with respect to Plaintiff's grievance.

VIII. MOTION FOR PRELIMINARY APPROVAL

A. Upon full execution of the Agreement, Class Counsel will draft and file a Motion

1 for Preliminary Approval of a class action settlement within 30 calendar days and will share their
2 draft for comments by Defense Counsel at least 4 business days before filing. Class Counsel shall
3 seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing
4 any motion.

5 **B. Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
7 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
8 Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code
9 section 2699, subdivision (O(2)); (ii) a draft proposed Order Granting Preliminary Approval and
10 Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not
11 to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency;
12 operative procedures for protecting the security of Class Data; amounts of insurance coverage for
13 any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
14 conflicts of interest with Class Members; and the nature and extent of any financial relationship with
15 Plaintiffs, Class Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming
16 willingness and competency to serve and disclosing all facts relevant to any actual or potential
17 conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from Class
18 Counsel attesting to its competency to represent the Class Members; its timely transmission to the
19 LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd.
20 (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699,
21 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
22 Members or the Administrator.

23 **C. Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible
24 for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt
25 hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in
26 favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the
27 Court's Preliminary Approval to the Administrator.

28 **D. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for

1 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
2 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
3 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
4 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
5 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
6 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
7 Court's concerns.

8 **IX. SETTLEMENT ADMINISTRATION**

9 **A. Employer Identification Number.** The Administrator shall take steps to establish
10 a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll
11 tax withholdings and providing reports to state and federal tax authorities.

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

15 **C. Notice to the Class.**

16 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Class
17 Notice, which in substance will be provided to the Class Members as follows:

18 **1.** No later than three (3) business days after receipt of the Class List, the
19 Administrator shall notify Class Counsel that the list has been received and state the number of
20 Class Members, PAGA Group Members, Workweeks, and Pay Periods in the Class List.

21 **2.** The Settlement Administrator shall run all the addresses provided through
22 the United States Postal Service NCOA database (which provides updated addresses for any
23 individual who has moved in the previous four years who has notified the U.S. Postal Service of a
24 forwarding address) to obtain current address information, and shall mail the Class Notice to the
25 Class Members via first-class U.S. Mail using the most current mailing address information
26 available, and via e-mail, if the Class Member's email address is available, within ten (10) calendar
27 days of the receipt of the Class List from Defendant.

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1 3. The Class Notice will include information regarding the nature of the Action;
2 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has
3 preliminarily approved the Settlement; the nature and scope of the claims being released; the
4 procedure and time period for objecting to the Class Settlement, the date and location of the Final
5 Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the
6 number of Workweeks and pay periods credited to each Class Member / PAGA Group Member
7 and the procedure for disputing the number of Workweeks / Pay Periods credited; and the estimated
8 Individual Settlement Payment for the Class Member.

9 4. If a Class Notice is returned as undeliverable within thirty (30) calendar days
10 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to
11 locate a more current address within three (3) business days of receipt of the returned mail. If the
12 Settlement Administrator is successful in locating an updated address, it will re-mail the Class
13 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a
14 forwarding address to the Settlement Administrator before the Response Deadline, shall be re-
15 mailed to the forwarding address affixed thereto.

16 5. With respect to any Class Notice that is re-mailed, the Response Deadline
17 for the Class Member whose Class Notice is re-mailed will be extended an additional fifteen (15)
18 calendar days from the original Response Deadline.

19 **D. Objections.**

20 Only Settlement Class Members may object to the Class Settlement and/or this Agreement,
21 including contesting the fairness of the Class Settlement, and/or amounts requested for the
22 Attorneys' Fees and Costs and/or Enhancement Award.

23 Settlement Class Members may send written Objections to the Administrator by mail or
24 email. In the alternative, Settlement Class Members may appear in Court (or hire an attorney to
25 appear in Court) to present oral Objections at the Final Approval Hearing. A Participating Class
26 Member who elects to send a written Objection to the Administrator must do so not later than the
27 Response Deadline.

28 The Objection must be signed by the Participating Class Member and contain all

1 information required by Section I.U of this Settlement Agreement.

2 **E. Requests for Exclusion from Class Settlement (Opt-Outs).**

3 1. Class Members who wish to exclude themselves (opt-out of) the Class
4 Settlement must send the Administrator, by mail or email, a signed written Request for Exclusion
5 not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or
6 their representative that reasonably communicates the Class Member's election to be excluded from
7 the Class Settlement and includes all of the information required by Section I.FF of this Settlement
8 Agreement. The Class Notice shall contain instructions on how to opt out.

9 2. To be valid, a Request for Exclusion must be postmarked by the Response
10 Deadline if by mail, or sent by the Response Deadline if by email. The date of the initial mailing
11 of the Class Notice, and the date the signed Request for Exclusion was postmarked, shall be
12 conclusively determined according to the records of the Settlement Administrator. Any Class
13 Member who timely and validly submits a Request for Exclusion will not be entitled to an
14 Individual Settlement Payment, will not be bound by the Class Settlement, and will not have any
15 right to object, appeal, or comment thereon.

16 3. Any Class Member who does not submit a timely and valid Request for
17 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
18 accordance with this Settlement. All PAGA Group Members shall be bound to the PAGA
19 Settlement regardless of their decision to participate in the Class Settlement.

20 4. The Parties separately agree that they and their respective counsel and
21 employees will not solicit any Class Member to opt out of or object to the Settlement or appeal
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
23 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
24 to Class Members.

25 **F. Disputes to Calculation of Workweeks / Pay Periods.**

26 Each Class Member and PAGA Group Member shall have until the Response Deadline to dispute
27 the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member and/or PAGA
28 Group Member in the Class Notice. The Class Member may dispute the allocation by

1 communicating with the Administrator via mail or email. The Workweeks / Pay Period Dispute
2 must be signed by the Class Member and contain all information required by Section I.NN of this
3 Settlement Agreement. In the absence of any contrary documentation, the Administrator is entitled
4 to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so
5 long as they are consistent with the Class Data. The Administrator's determination of each Class
6 Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or
7 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all disputes
8 to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
9 Administrator's determination of those disputes.

10 **G. Settlement Administrator's Duties.**

11 **1. Administrator Duties.** The Administrator has a duty to perform or observe all tasks
12 to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

19 **3. Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
21 five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion,
22 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
23 and other identifying information of Class Members who have timely submitted valid Requests for
24 Exclusion from the Class Settlement ("Exclusion List"); (b) the names and other identifying
25 information of Class Members who have submitted invalid Requests for Exclusion from the Class
26 Settlement; (c) copies of all Requests for Exclusion from the Class Settlement submitted (whether
27 valid or invalid).

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1 **4. Weekly Reports.** The Administrator must, on a weekly basis, provide written
2 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
3 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion from the
4 Class Settlement (whether valid or invalid) received, objections to the Class Settlement received,
5 Disputes to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
6 Individual Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly
7 Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and
8 attach copies of all Requests for Exclusion and objections received.

9 **5. Workweek and/or Pay Period Disputes.** The Administrator has the authority to
10 address and make final decisions consistent with the terms of this Agreement on all Class Member
11 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
12 shall be final and not appealable or otherwise susceptible to challenge.

13 **6. Administrator’s Declaration.** Not later than fourteen (14) calendar days before the
14 date by which Class Counsel is required to file the Motion for Final Approval of the Settlement,
15 the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
16 for filing in Court attesting to its due diligence and compliance with all of its obligations under this
17 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as
18 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number
19 of Requests for Exclusion from the Class Settlement it received (both valid or invalid), the number
20 of written objections to the Class Settlement and attach the Exclusion List. The Administrator will
21 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
22 responsible for filing the Administrator’s declaration(s) in Court.

23 **7. Final Report by Administrator.** Within ten (10) calendar days after the
24 Administrator disburses all funds in the Total Settlement Amount, the Administrator will provide
25 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
26 identification number only of all payments made under this Agreement. At least fifteen (15)
27 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to
28 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its

1 disbursement of all payments required under this Agreement. Class Counsel is responsible for filing
2 the Administrator's declaration in Court.

3 **H. Cooperation.**

4 The Parties and their respective counsel agree not to take any action to encourage members of the
5 Class to opt out of the Class Settlement or to object to the Class Settlement, directly or indirectly,
6 through any means. However, if a Class Member contacts Class Counsel, Class Counsel may
7 discuss the terms of the Settlement and the Class Member's options with respect to the Settlement.
8 Class Counsel reserves the right to encourage Class Members to participate in the settlement.

9 **X. ESCALATOR CLAUSE**

10 Defendant represents that there are 14,167 workweeks worked by the Class during the Class
11 Period. Should the qualifying workweeks worked by the Class Members during the Class Period
12 increase beyond 14,300 workweeks), then Defendant shall increase the Total Settlement Amount
13 proportionally by the number of workweeks worked in excess of 14,300 multiplied by the
14 workweek value (e.g., if the number of workweeks increases by 11% of 14,300 to 14,430
15 workweeks, the Total Settlement Amount will increase by 1%). The Parties agree that the
16 workweek value is \$49.23 (\$640,000 / 13,000 workweeks).

17 **XI. DEFENDANT'S RIGHT TO WITHDRAW**

18 If the number of valid Requests for Exclusion from the Class Settlement identified in the
19 Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is
20 not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant
21 withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither
22 Party will have any further obligation to perform under this Agreement; provided, however,
23 Defendant will remain responsible for paying all Administration Costs incurred to that point.
24 Defendant must notify Class Counsel and the Court of its election to withdraw not later than
25 fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late
26 elections will have no effect.

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1 **XVIII. MOTION FOR FINAL APPROVAL**

2 Not later than 16 court days before the calendared Final Approval Hearing, Class Counsel
3 will file in Court, a motion for final approval of the Settlement that includes a request for approval
4 of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively “Motion
5 for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not
6 later than five business days prior to filing the Motion for Final Approval. Class Counsel and
7 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith,
8 to resolve any disagreements concerning the Motion for Final Approval.

9 **A. Response to Objections to the Class Settlement.** Each Party retains the right to
10 respond to any objection to the Class Settlement raised by a Participating Class Member, including
11 the right to file responsive documents in Court no later than five (5) court days prior to the Final
12 Approval Hearing, or as otherwise ordered or accepted by the Court.

13 **B. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good faith
16 to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval.
17 The Court’s decision to award less than the amounts requested for the Enhancement Award,
18 Attorneys’ Fees and Costs and/or Administration Costs shall not constitute a material modification
19 to the Agreement within the meaning of this paragraph.

20 **C. Continuing Jurisdiction of the Court.** The Parties agree that, after entry of
21 Judgment, the Court will retain jurisdiction over the Parties, litigation of this Action, and the
22 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
23 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
24 by law.

25 **D. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
26 conditions of this Agreement, specifically including the Attorneys’ Fees and Costs as set forth in
27 this Settlement, the Parties, their respective counsel, and all Participating Class Members who did
28 not object to the Settlement as provided in this Agreement, waive all rights to appeal from the

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

E. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.

If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be voidable. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Total Settlement Amount remains unchanged.

XIX. MISCELLANEOUS PROVISIONS

A. Interim Stay of the Action.

Plaintiff and Defendant agree to the stay of all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending final approval of the Settlement by the Court. The Parties agree to cooperate in vacating any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery and trial-related deadlines.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties

1 agree that this Agreement is to be construed according to its terms and may not be varied or
2 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
3 of the State of California, both in its procedural and substantive aspects, without regard to its
4 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
5 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
6 for the County of San Francisco, and Plaintiff and Defendant hereby consent to the personal
7 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on his own behalf, on
8 behalf of the Class, and on behalf of the State of California pursuant to PAGA, and Defendant
9 participated in the negotiation and drafting of this Agreement and had available to them the advice
10 and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any
11 ambiguity in this Agreement should be construed against the other. The terms and conditions of
12 this Agreement constitute the exclusive and final understanding and expression of all agreements
13 between Plaintiff and Defendant with respect to the Settlement.

14 **C. Further Cooperation.**

15 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
16 and execute all documents, to seek the necessary approvals from the Court, and to do all things
17 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.
18 The Parties agree to cooperate fully with each other and will use their best efforts to finalize the
19 Settlement, and to use any other efforts that may become necessary by order of the Court, or
20 otherwise, to effectuate the Settlement.

21 **D. Confidentiality & No Undue Publicity.**

22 Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the
23 Motion for Preliminary Approval of Settlement is filed with the Court, they and each of them will
24 not disclose, disseminate and/or publicize, or cause or permit another person to disclose,
25 disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
26 generally, to any person, corporation, association, government agency, or other entity except: (1)
27 to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
28 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income

1 to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
2 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
3 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
4 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not
5 to, directly or indirectly, initiate any conversation or other communication, before the filing of the
6 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
7 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to
8 that effect. This paragraph does not restrict Class Counsel’s communications with Class Members
9 in accordance with Class Counsel’s ethical obligations owed to Class Members.

10 Neither Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any
11 discussion resulting in or the existence of this Agreement or its terms in any type of mass media,
12 including, but not limited to, speeches, press conferences, press releases, interviews, television or
13 radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or
14 any other social media. After the Effective Date, Class Counsel may state on their website that the
15 case has been settled and provide a short and plain description of the claims that were settled,
16 subject to Defendant’s approval, which shall not be unreasonably withheld. This provision does not
17 apply to any publications ordered by the Court.

18 **E. Integrated Agreement.**

19 Upon execution by all Parties and their counsel, this Agreement together with its attached
20 exhibits shall constitute the entire agreement between the Parties relating to the Settlement,
21 superseding any and all oral representations, warranties, covenants, or inducements made to or by
22 any Party.

23 **F. Counterparts.**

24 The Agreement may be executed in one or more actual or non-original counterparts, either
25 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
26 considered one and the same instrument and all of which will be considered duplicate originals.
27 Any executed counterpart will be admissible in evidence to prove the existence and contents of this
28 Agreement.

1 **G. Authority.**

2 Each individual signing below warrants that they have the authority to execute this
3 Agreement on behalf of the Party for whom or which that individual signs.

4 **H. Attorney Authorization.**

5 Class Counsel and Defense Counsel separately warrant and represent that they are
6 authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or
7 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
8 execute any other documents reasonably required to effectuate the terms of this Agreement
9 including any amendments to this Agreement.

10 **I. Modification.**

11 Before this Agreement has been submitted to the Court in connection with seeking
12 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
13 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
14 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
15 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
16 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in
17 this Agreement may be modified by agreement of counsel for the Parties in writing without
18 approval by the Court if the Parties agree and cause exists for such modification.

19 **J. Deadlines Falling on Weekends or Holidays.**

20 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
21 legal holiday, that deadline shall be continued until the following business day.

22 **K. California Law Governs.**

23 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
24 according to the laws of the State of California.

25 **L. Severability.**

26 In the event that any one or more of the provisions contained in this Agreement shall for
27 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
28 unenforceability shall in no way effect any other provision if Defendant's counsel and Class

1 Counsel, on behalf of the Parties, the Settlement Class, State of California, and PAGA Group
2 Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
3 had never been included in this Agreement.

4 **M. Binding on Successors and Assigns.**

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

7 **N. Waiver.**

8 No waiver of any condition or covenant contained in this Settlement Agreement or failure
9 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
10 a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 **O. Representation by Counsel.**

12 The Parties acknowledge that they have been represented by counsel throughout all
13 negotiations that preceded the execution of this Agreement, and that this Agreement has been
14 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class
15 Counsel warrant and represent that there are no liens on the Agreement.

16 **P. Binding Agreement.**

17 The Parties warrant that they understand and have full authority to enter into this Settlement,
18 and further intend that this Settlement Agreement will be fully enforceable and binding on all
19 Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in
20 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
21 otherwise might apply under federal or state law.

22 **Q. No Tax Advice.**

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

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R. Enforcement of the Agreement.

If either Party must institute legal proceedings to enforce the terms of this Agreement due to a material breach of the same by the other (not including a motion for preliminary or final approval), then the prevailing Party shall be entitled to the recovery of their reasonable attorneys' fees and costs. Moreover, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date if such notice(s) are ordered by the Court, if the reason for a curative notice stems from Defendant's failure to fully fund the Gross Settlement Amount.

R. Post-Mediation Disputes.

Any post-mediation disputes will be submitted to the mediator Daniel Turner, Esq., or another mediator as agreed upon by the Parties, for Resolution.

S. Headings.

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

IT IS SO AGREED:

Date: Aug 8, 2026


Calvin Watson (Aug 3, 2026 16:35:03 PDT)
CALVIN WATSON, *Plaintiff*

Date: _____, 2026

Pier 39, LP *Defendant*
Name:
Position:

///

1 **R. Enforcement of the Agreement.**

2 If either Party must institute legal proceedings to enforce the terms of this Agreement due
3 to a material breach of the same by the other (not including a motion for preliminary or final
4 approval), then the prevailing Party shall be entitled to the recovery of their reasonable attorneys’
5 fees and costs. Moreover, Defendant shall bear the sole responsibility for any cost to issue or reissue
6 any curative notice to the Settlement Class Members and all Claims Administration Expenses
7 incurred to the date if such notice(s) are ordered by the Court, if the reason for a curative notice
8 stems from Defendant’s failure to fully fund the Gross Settlement Amount.

9 **R. Post-Mediation Disputes.**

10 Any post-mediation disputes will be submitted to the mediator Daniel Turner, Esq., or
11 another mediator as agreed upon by the Parties, for Resolution.

12 **S. Headings.**

13 The descriptive heading of any section or paragraph of this Agreement is inserted for
14 convenience of reference only and does not constitute a part of this Agreement.

15 **IT IS SO AGREED:**

16
17 Date: _____, 2026

CALVIN WATSON, *Plaintiff*

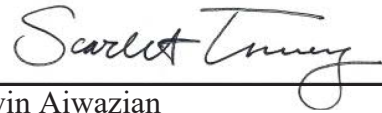
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20 Date: 8/4/2026, 2026

Scott Gentner
Pier 39, LP *Defendant*
Name: Scott Gentner
Position: President & CEO

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1 Date: August 3, 2026

LAWYERS *for* JUSTICE, PC

2 

3 Edwin Aiwanian
4 Scarlet Tunney
5 *Attorneys for* Plaintiff and Proposed Class
6 Counsel

7 Date: July 31, 2026

JCL LAW FIRM, APC

8 

9 Jean-Claude Lapuyade
10 *Attorneys for* Plaintiff and Proposed Class
11 Counsel

12 Date: July 29, 2026

ZAKAY LAW GROUP, APLC

13 

14 Shani O. Zakay
15 *Attorneys for* Plaintiff and Proposed Class
16 Counsel

17 Date: _____, 2026

SEYFARTH SHAW LLP

18 _____
19 Par Vafaeenia (as to form only)
20 *Attorney for* Pier 39, LP
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1 Date: _____, 2026

LAWYERS *for* JUSTICE, PC

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Edwin Aiwarzian
Attorneys for Plaintiff and Proposed Class
Counsel

Date: _____, 2026

JCL LAW FIRM, APC

Jean-Claude Lapuyade
Attorneys for Plaintiff and Proposed Class
Counsel

Date: _____, 2026

ZAKAY LAW GROUP, APLC

Shani O. Zakay
Attorneys for Plaintiff and Proposed Class
Counsel

Date: August 4, 2026

SEYFARTH SHAW LLP



Par Vafaenia (as to form only)
Attorney for Pier 39, LP

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Calvin Watson v. Pier 39, LP, San Francisco County Superior Court Case No. CGC-23-608701)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

The San Francisco County Superior Court has authorized this notice in the matter of *Watson v. Pier 39, LP*, San Francisco County Superior Court Case No. **CGC-23-608701** (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Pier 39, LP’s (“Defendant”) records show that you worked for it in California as a non-exempt/hourly employee during the Class Period. Your estimated net settlement share is **[INSERT ESTIMATED AWARD]**.
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$640,000.00. The Settlement resolves claims against Defendant in the Lawsuit for unpaid wages, unpaid overtime, failure to pay overtime, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, waiting time penalties, and civil penalties under the Private Attorneys General Act (“PAGA”).
- Defendant denies all of the allegations in the Lawsuit and expressly and specifically denies violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **[45 days from date notice is mailed]**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class portion of the Settlement. However, you will still receive your share of the PAGA award provided for under the Settlement. Instructions are set forth below.

Object	You may write to the Settlement Administrator about why you believe the Settlement should not be approved. Directions are provided below.
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1. Why did I get this Notice?

A proposed Settlement of the Lawsuit, which is pending in the Superior Court for the State of California, County of San Francisco (the “Court”), has been reached between Plaintiff Calvin Watson (the “Plaintiff” and “Class Representative”) and Defendant. The Court has granted preliminary approval of the Settlement.

You have received this Class Notice because you have been identified as a member of the Class. The Class is defined to include all individuals who were employed by Defendant Pier 39, LP as non-exempt/hourly employees in the State of California during the Class Period.

The “Class Period” means the period from August 29, 2019 through October 1, 2024.

This Class Notice explains the Lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is the Lawsuit about?

The Lawsuit is for unpaid wages, unpaid overtime, failure to pay overtime, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, waiting time penalties, and civil penalties under PAGA.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Lawsuit is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to the Settlement with the assistance of a professional, neutral mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. Defendant did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Lawyers for Justice, PC, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel. Plaintiff and Class Counsel think the Settlement is best for all Class Members.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an “all in” amount of Six Hundred Forty Thousand Dollars and Zero Cents (\$640,000.00). (the “Total Settlement Amount”) to fund the settlement. The Total Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Administration Costs, the PAGA Penalties, and the Enhancement Award to the Plaintiff. The Total Settlement Amount will be distributed in accordance with the terms of the Settlement. A description of how to “exclude” yourself is provided below, in Question 8 on page 6.

Amounts to be Paid from the Total Settlement Amount. The Settlement provides for certain payments to be made from the Total Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Total Settlement Amount before settlement payments are made to Class Members, as follows:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,250.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of Attorneys' Fees of no more than 35% of the Total Settlement Amount (currently estimated to be \$224,000.00) and Attorneys' Costs of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Enhancement Award. An Enhancement Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A payment of \$75,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$48,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$26,250.00 will be distributed to PAGA Members as part of the Individual PAGA Payments.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Costs, the Enhancement Award, the PAGA Penalties, and the Claims Administration Costs are deducted from the Total Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any week in which a Class Member worked for Defendant for at least one day in California as a non-exempt employee during the Class Period.
- Calculation of Individual PAGA Payments to PAGA Members. The PAGA Payment shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Member during the PAGA Period. "PAGA Member" means all individuals who were employed by Defendant as non-exempt/hourly employees in the State of California during the PAGA Period. The PAGA Period means the period from August 29, 2022 through October 1, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-Five percent (75%) of each Settlement Class Member's Individual Settlement Payment will be allocated to settlement of claims for non-wages, including penalties and interest, and this portion

will not be subject to wage withholdings and will be reports on IRS 1099 Forms. In addition, no taxes will be withheld from the Individual PAGA Payments paid to PAGA Members, and each PAGA Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Individual PAGA Payments made to Settlement Class Members and/or PAGA Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to 401(k) contributions or bonuses. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Total Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall waive, release, and discharge the Released Parties from all claims that were alleged based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, and all claims reasonably related to the factual allegations in the Operative Complaint. "Released Parties" means Defendant Pier 39, LP and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their former and/or current officers, directors, managers, owners, executives, partners, executive level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns and legal representatives. The "Operative Complaint" is the First Amended Complaint filed in this Action. This release includes claims reasonably related to the factual allegations in the Operative Complaint for alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, donning and doffing, pre and post-shift work, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the end of the Class Period.

Released PAGA Claims. Upon entry of final judgment and funding in full of the Total Settlement Amount by Defendant, Plaintiff and the PAGA Group Members shall release all Released PAGA Claims that occurred during the PAGA Period as to the Released Parties. "Released PAGA Claims" means any and all claims under the PAGA reasonably related to the factual allegations in the Operative Complaint that arose during the PAGA Period.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (August 29, 2019 through October 1, 2024).

Based on this information, your estimated Settlement Share is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (August 29, 2022 through October 1, 2024).

Based on this information, your estimated PAGA Payment Share is << >>.

If you wish to challenge the information set forth above, then you must submit a written dispute challenging the information along with any supporting documents to the Settlement Administrator at the mailing address or email address provided in this Notice no later than [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice]. Your written dispute must provide sufficient information to allow the Settlement Administrator to identify you and the basis of your dispute. You may also submit evidence (for example, pay stubs) that supports your dispute.

The Settlement Administrator is the final decisionmaker on Workweek and Pay Period Disputes. If you submit a written Workweek or Pay Period Dispute, the Settlement Administrator will inform you of its final determination by [15 days after the Response Deadline].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Notice after the settlement is finally approved by the Court. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc.

The Court will hold a hearing on [redacted] to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys for the Class, also known as “Class Counsel,” whose contact information is included in Question 10 for an update at any time.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall deposit all funds from such uncashed checks with the California Controller’s Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

7. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator: [Insert Settlement Administrator address, email, and phone number]

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

8. What if I don’t want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, **except that**, irrespective of whether you exclude yourself from the Settlement or “opt out,” if you are a PAGA Member, you will be bound by the PAGA portion of the Settlement, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail or email, a written request for exclusion postmarked no later than [redacted]. The address for the Settlement Administrator is 2832 Walnut Ave. Suite C, **Tustin, CA 92780**; [insert Admin Phone Number]. The request for exclusion must state in substance that you wish to be excluded from the settlement of the class action lawsuit *Calvin Watson v. Pier 39, LP*, San Francisco County Superior Court Case No. CGC-23-608701 (the “Action”). The request for exclusion

should contain sufficient information to allow the Settlement Administrator to identify you and your desire to be excluded. The request for exclusion must be submitted by you, or your representative. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____ will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

9. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and should contain sufficient information to allow the Settlement Administrator to identify you and the substance of your objection. All written objections or other correspondence must also state the name and number of the case, which is *Calvin Watson v. Pier 39, LP, San Francisco County Superior Court Case No. CGC-23-608701*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 11 below.

Only Class Members participating in the Settlement may object to it. In other words, if you opt out, you cannot object to the Settlement. If you raise an objection and the Court ultimately approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered (if by mail) or sent (if by email) to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 2832 Walnut Ave. Suite C, Tustin, CA 92780; Tel: (888) 845-6185.

10. Who is Class Counsel in this case?

Class Counsel's contact information is as follows:

Joanna Ghosh, Esq.
Scarlet Tunney, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
T: 818-265-1020
joanna@calljustice.com
scarlet@calljustice.com

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

Shani O. Zakay, Esq.
Zakay Law Group, APLC
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
T: (619) 255-9047
shani@zakaylaw.com

11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Francisco County Superior Court, Department 304, located at 400 McAllister Street, San Francisco, CA 94102 before Judge Ethan P. Schulman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

12. How do I get more information about the Settlement?

You may call the Settlement Administrator at [insert ILYM phone number], email at [insert Settlement Administrator email] or write to *Calvin Watson v. Pier 39, LP*, San Francisco County Superior Court, Case No. CGC-23-608701, Settlement Administrator, 2832 Walnut Ave. Suite C, Tustin, CA 92780, c/o ILYM Group, Inc.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may request a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.ilymgroup.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.