CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Class Action and Private Attorneys General Act Settlement and Release Agreement ("**Agreement**," "**Settlement Agreement**" or "**Settlement**") is entered into by Plaintiff Bernard Germani ("**Plaintiff**"), on behalf of himself, the State of California Labor and Workforce Development Agency ("**LWDA**"), and those Plaintiff seeks to represent, on the one hand, and, on the other hand, Alaska Airlines, Inc. ("**Defendant**"). For purposes of this Agreement, Plaintiff and Defendant are collectively referred to as the "**Parties**."

By way of this Agreement, the Parties seek to settle all of the individual, class, and California Private Attorneys General Act ("PAGA") representative claims asserted in the following actions, entitled *Bernard Germani v. Alaska Airlines, Inc.*, U.S.D.C. N.D. Cal. Case No. 3:25-cv-05938-VC, which was originally filed in San Francisco Superior Court Case No. CGC-25-625776, and which was subsequently removed to federal court where it is pending in the United States District Court for the Northern District of California (the "**Class Action**") and *Bernard Germani v. Alaska Airlines, Inc.*, San Francisco County Sup. Ct. Case No. CGC-25-628000, which is currently stayed pending the outcome of mediation (the "**PAGA Action**"). The Class Action and the PAGA Action are collectively referred to herein as the "**Actions**."

The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed legal and factual issues and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant.

RECITALS

1. The Parties will work together to take mutually agreed-upon action to bring all of the claims being resolved by this Agreement before one court to consider, as applicable, and then preliminarily and finally approve of this Agreement. In the interest of efficiency, the Parties intend and agree to seek court approval of the Settlement of the Actions before one court and agree to take all necessary steps to add all claims asserted on behalf of Class Members in the Class Action to the PAGA Action pending in San Francisco Superior Court, and for Class Counsel to amend the operative complaint in the PAGA Action to assert the claims asserted in the PAGA Action on a class basis, and to add a direct claim for failure to pay all wages at separation of employment pursuant to California Labor Code sections 201-203 and a PAGA claim based on those sections of the Labor Code. To that end, the Parties will: (1) file a joint stipulation in the Class Action requesting that the court enter a stay and continue all deadlines in the case by 90 days; and (2) file a joint stipulation in the PAGA Action requesting that the state court grant leave to file an amended, consolidated complaint (the "**Operative Complaint**"), which will (a) assert the claims alleged in the PAGA Action on a class basis, and (b) add a direct claim for failure to pay all wages at separation of employment pursuant to California Labor Code sections 201-203 and a PAGA claim based on those sections of the Labor Code. The Operative Complaint will serve to consolidate all lawsuits and PAGA Letters filed by Plaintiff, and to incorporate all Released Class Claims and Released PAGA Claims and all legal theories discussed at mediation into one consolidated operative complaint. The Parties also anticipate that the Class Action will be stayed pending preliminary and final settlement approval in the PAGA Action; that approval of this settlement will be filed in the PAGA Action; and that if the Settlement is approved, the Parties will stipulate

to an entry of judgment and dismissal in the Class Action based on the judgment entered in the PAGA Action. The stipulation filed in the PAGA Action will also provide that, in the event that the Court does not grant final approval of the class/PAGA action settlement, the Parties return to the status quo as existed prior to the date the Parties signed this Agreement, including for purposes of calculating the time that has run pursuant to CCP § 583.310, and the operative complaint in each lawsuit shall be the respective initiating complaint. Defendant stipulates to filing such amended documents for settlement purposes only. The Parties will stipulate to consolidation for all purposes, certification of the class, and representative treatment for purposes of settlement only. In the event the Court does not approve of the Parties' procedural stipulations as described in this Paragraph, the Parties agree to meet and confer in good faith and take all necessary steps to accomplish the intent of this Paragraph.

The Class Action

2. On May 30, 2025, Plaintiff filed a putative class action lawsuit entitled *Bernard Germani v. Alaska Airlines, Inc.* in San Francisco County Superior Court, Case No. CGC-25-625776 (the "Class Action"), which Alaska subsequently removed to the United States District Court for the Northern District of California, where it remains pending at Case No: 3:25-cv-05938-VC. The Class Action alleged claims for (1) Failure to Pay Minimum Wages; (2) Failure to Furnish Accurate Itemized Wage Statements; and (3) Violation of Unfair Competition Law. In the Class Action, Plaintiff seeks to represent a putative class of all current and former California non-exempt employees of Defendant from four years prior to the filing of this Complaint through resolution or trial of the matter.

The PAGA Action

3. Plaintiff separately filed a PAGA Action on August 5, 2025 in San Francisco County Superior Court bearing Case No. CGC-25-628000, which asserts a claim for civil penalties under California's Private Attorneys General Act ("PAGA") based on claims and allegations that are substantially similar to the claims in the Class Action, and including claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Lawful Meal Periods; (4) Failure to Authorize and Permit Lawful Rest Periods; (5) Failure to Timely Pay Wages Due and Payable During Employment; (6) Failure to Reimburse Necessary Expenses; (7) Knowing an Intentional Failure to Comply With Itemized Employee Wage Statement Provisions; (8) Failure to Keep Accurate Payroll and Timekeeping Records; and (9) Failure to Provide Required Information at the Time of Hiring. The PAGA Action is currently stayed pending the outcome of mediation.

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4. **The Successful Mediation.** On February 5, 2026, Jonathan Andrews, a mediator with extensive experience in wage and hour class and representative action litigation, conducted a mediation which addressed all claims asserted in the Actions. A settlement was reached the same day. The Parties memorialized a complete agreement to settle all of the Actions in a Memorandum of Understanding which was fully executed on February 5, 2026.

5. **Class Counsel's Investigation**. EmpLaw, LLP ("**Class Counsel**"), counsel for Plaintiff, the Class Members, and the PAGA Group Members, conducted a formal and informal

investigation into the facts and allegations of the Actions, including an extensive review of documents and data provided by Defendant. In particular, Class Counsel made informal discovery requests in advance of mediation, and reviewed and analyzed documents produced in response to such requests, including relevant policy documents, Plaintiff's personnel file and wage statements, a sampling of wage statements for other putative class members, a full complement of Plaintiff's and putative class members' flight records and payroll data, and additional relevant data points. Class Counsel also investigated the claims against Defendant in the Actions and analyzed all applicable defenses raised by Defendant.

6. **Class Counsel's Evaluation**. Class Counsel believes that the Settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of the Class Members and PAGA Group based on all known facts and circumstances, including the risk of significant delay, defenses asserted to the merits of the Actions, defenses asserted to class certification and the manageability of a PAGA representative action, as well as defenses to the overall issue of liability and damages, and potential appellate issues.

7. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could be asserted in the Actions based upon the operative facts alleged in any of Plaintiff's complaints, amended complaints or in the letters to the Labor and Workforce Development Agency. Additionally, the Parties intend the Settlement of the Actions as described in this Agreement to be contingent upon: (1) the Court's preliminary and final approval of the terms of this Agreement, including entry of a final approval order and the judgment described in Section X; (2) the Court granting the Parties' stipulation permitting the filing of the Operative Complaint in the PAGA Action as described in Paragraph 1 above and Section II(A)(1) below; and (3) satisfaction of all conditions described in Section III(A)(1)-(4).

8. **The Parties stipulate to the certification of this Settlement Class solely for purposes of this Agreement**. The Parties stipulate to certify the Class described herein for settlement purposes only. The Parties' stipulation to class certification is contingent upon the preliminary and final approval and certification of the Settlement Class only for purposes of this Agreement. Should this Agreement not become final or not be approved by the Court, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Agreement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Actions. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification or representative treatment for any purpose should the Court not approve this Agreement.

9. **The Parties' Agreement to Cooperate and Execute Necessary Documents.** The Parties agree to cooperate and to take all steps reasonably necessary and appropriate to effectuate the terms of this Agreement including to obtain a preliminary approval order and Final Approval Order of this Settlement, to obtain entry of judgment and/or dispose of the Actions and claims of Class Members and PAGA Group Members with prejudice, and to have Defendant timely provide the Class Data (defined below) and fund the Gross Settlement Amount.

NOW THEREFORE, in consideration of the recitals listed above and the promises, releases, and warranties set forth below, and with the Parties' intent to be legally bound and to acknowledge the

sufficiency of the consideration and undertakings set forth herein, Plaintiff, individually and on behalf of the Class Members, the PAGA Group, and the State of California LWDA, on the one hand, and Defendant, on the other hand, agree that the Actions shall be and are finally and fully compromised and settled as to the Released Parties, on the terms and conditions set forth herein, subject to Court approval:

AGREEMENT

I. DEFINITIONS

A. Class Definition and Class Period: "**Class**," "**Settlement Class**", or "**Class Members**" means: all current and former Flight Attendants employed by Defendant and based in California at any time from November 22, 2024 through the earlier date of May 5, 2026 or the date the Court grants preliminary approval of the settlement ("**Class Period**"). Individuals who meet the foregoing criteria during the Class Period are referred to herein individually as "**Class Member**" or collectively as "**Class Members**."

B. "**Class Counsel**" means: Christina M. Lucio, Mitchell J. Murray, and Nicholas W. Schieffelin, of EmpLaw, LLP.

C. The "**Court**" shall mean, for purposes of this Agreement, the court in which Plaintiff files his motions for preliminary and final approval of the Settlement, as contemplated herein.

D. "**Effective Date**". The "**Effective Date**" of the Settlement shall be the date on which all of the following events described in this paragraph have occurred: (a) the Court has conducted the Final Settlement Approval Hearing and fully and finally approved all material terms of this Settlement Agreement; (b) the Court enters a Final Approval Order granting final approval of the Settlement Agreement; (c) a Judgment has been entered in each of the Actions, and the time period to appeal each of the Judgments has been exhausted without any appeals having been filed; and (d) to the extent any timely appeal was filed, all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court or the appellate courts have entered a final judgment affirming the Final Approval Order as well as the judgment or dismissal order in the Federal Action without material modification and the final judgment(s) of such appellate court or courts are no longer subject to any further appellate challenge or procedure.

E. "**Final Approval Order**" refers to the order by the Court finally approving the Settlement following the Final Settlement Approval Hearing.

F. "**PAGA Group**" and "**PAGA Period**": "**PAGA Group**" or "**PAGA Group Members**" means all current and former Flight Attendants employed by Defendant and based in California at any time between November 22, 2024 and the earlier of May 5, 2026 or the date the Court grants preliminary approval of the settlement (the "**PAGA Period**"). Individuals who meet the foregoing criteria during the PAGA

Period are referred to herein individually as "**PAGA Group Member**" or collectively as "**PAGA Group Members**."

G. "**Settlement Administrator**" refers to ILYM Group, Inc., the third-party administrator, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, settlement administration, and distribution of payment functions further described in this Agreement. The Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury Regulation Section 468B-1 for purposes of administering the Settlement.

H. **"Workweek"** means a week during which a Class Member was based in California and received compensation for time worked during the month as a Flight Attendant during the Class Period.

II. PROVISIONAL APPROVAL OF THIS AGREEMENT

A. Upon execution of this Agreement, the Parties shall take the following actions:

1. To effectuate the terms of the Settlement, the Parties will file a joint stipulation in the PAGA Action requesting the Court to permit Plaintiffs to file a consolidated, amended class and representative action complaint, which adds (a) all claims asserted in the PAGA Action on a class basis, and (b) a direct and PAGA claim for failure to pay all wages at separation of employment pursuant to California Labor Code sections 201-203 (the "**Operative Complaint**"), and will serve to consolidate all lawsuits and PAGA Letters filed by Plaintiff, to incorporate all Released Class Claims and Released PAGA Claims and all legal theories discussed at mediation into one consolidated, operative complaint. The Parties agree to file stipulations to stay the Class Action during the settlement approval process. The stipulation filed will also provide that, in the event that the Court does not grant final approval of the class/PAGA action settlement, the Parties return to the status quo as existed prior to the date the Parties signed this Agreement, including for purposes of calculating the time that has run pursuant to CCP § 583.310, and the operative complaint in each lawsuit shall be the respective initiating complaint. In the event the Court does not approve of the Parties' procedural stipulation(s) as described in this Paragraph, the Parties agree to meet and confer in good faith and take all necessary steps to accomplish the intent of this Paragraph.

2. Class Counsel will prepare a motion requesting that the Court enter a preliminary approval order preliminarily approving the proposed settlement, certifying the requested class for settlement purposes only, approving the form of notice and authorizing the mailing of notice to Class Members, designating Class Counsel (as defined above) as Class Counsel for purposes of settlement approval and Plaintiff as the Class Representative, appointing a settlement administrator, and setting a date for the final approval hearing. Within thirty (30) days after the Settlement

Agreement is executed, and at least ten (10) days prior to the filing of the motion for preliminary approval, Class Counsel shall provide counsel for Defendant with a draft of the preliminary approval motion and supporting papers, and proposed preliminary approval order, for review and opportunity to provide comments. Class Counsel shall not file the preliminary approval papers or order without the consent of counsel for Defendant. The proposed preliminary approval order shall be provided to the Court in a form and content mutually agreed to by the Parties. The proposed preliminary approval order shall include all of the following:

a) Preliminarily certifying, for settlement purposes only, a Class comprising the Class Members;

b) Preliminarily appointing, for settlement purposes only, Class Counsel;

c) Preliminarily appointing, for settlement purposes only, Plaintiff, as the Class Representative;

d) Appointing and approving ILYM Group, Inc. as the Settlement Administrator;

e) Provisionally approving all terms of this Agreement and finding that such terms are sufficient to warrant sending notice of settlement to Class Members;

f) Approving the form and content of the Notice of Proposed Settlement and Final Settlement Approval Hearing (the "**Class Notice**");

g) Authorizing the mailing of the Class Notice to the Class Members; and

h) Scheduling a hearing, to occur within a reasonable period after the Response Deadline (defined below) has expired, in which the Court will hear Plaintiff's motion requesting the Court to fully and finally approve this Agreement and the Settlement herein, and enter judgment (the "**Final Settlement Approval Hearing**").

Defendant does not intend to oppose Plaintiff's Motion for Preliminary Approval provided such motion and supporting papers are consistent with the terms of this Agreement.

B. **Notice of Settlement to Appropriate Government Officials.** Pursuant to California Labor Code section 2699(s)(2), Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the settlement in accordance with PAGA, including submitting to the LWDA a copy of the proposed settlement at the same time that it is submitted to the Court, a copy of the Court's

judgment, copies of any other orders that award or deny penalties, and a copy of the Operative Complaint.

This Agreement is contingent upon entry of the Final Approval Order by the Court that is consistent with the terms and conditions specified in this Agreement. However, the Parties agree and acknowledge that the Court may condition the Final Approval Order on modification of this Agreement, which shall not be the basis for nullifying and voiding the Settlement unless the required modification is material (including but not limited to modifications to the Gross Settlement Amount or release provisions of this Agreement) and the Parties have exhausted all efforts to address the Court's concerns as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Enhancement Payment, Class Counsel Attorneys' Fees and Costs, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph. This Agreement shall become null and void in the event the Court for any reason refuses to enter the orders specified in Section II(A)(2) after all opportunities granted by the Court to the Parties for amendment have been exhausted. In the event the Court for any reason refuses to enter such orders, the Parties agree to cooperate in good faith to resolve any issues addressed by the Court, and exhaust all possible solutions to obtain the Court's approval. If the Parties cannot agree on how to address issues raised by the Court to obtain approval of this Agreement or the relief specified in this Section II, then they will seek the assistance of the mediator for resolution.

The Parties agree that in the event that the Court does not grant final approval of the class/PAGA action settlement, the Parties return to the status quo as existed prior to the date the Parties signed this Agreement, including for purposes of calculating the time that has run pursuant to CCP § 583.310, and the operative complaint in each lawsuit shall be the respective initiating complaint.

III. ALLOCATION OF GROSS SETTLEMENT AMOUNT

A. The following are material conditions to be satisfied before and as a condition to payment of the Gross Settlement Amount (defined below):

1. Execution of this Agreement by all signatories.

2. The Court has conducted a Final Settlement Approval Hearing and fully and finally approved all material terms of this Agreement.

3. A Final Approval Order and judgment including all of the provisions identified in Section X(A)(3) is entered by the Court and the Effective Date (defined in Section I(D)) has passed.

B. **Gross Settlement Amount. "Gross Settlement Amount"** means the maximum settlement amount of one million and nine-hundred thousand dollars ($1,900,000.00) (the "**Gross Settlement Amount**") to be paid by Defendant on the condition that all of the material conditions set forth above in Section III(A) have occurred, in full satisfaction of all claims released under this Agreement, and includes all individual payments to Class Members and PAGA Group Members, Enhancement Payment to Plaintiff, payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, payment of settlement administration fees and costs to the

Settlement Administrator, and any other costs or expenses related to the settlement incurred by Plaintiff or Class Counsel. Defendant shall be separately responsible for employer-side payroll taxes (including, without limitation, FUTA, SUTA and the employer portion of FICA, Medicare and any applicable state or local employment taxes) which shall not be paid from the Gross Settlement Amount. The Parties agree that, subject to this paragraph and Section XIII, under no circumstances shall Defendant be obligated to pay any amount over the Gross Settlement Amount under the terms of this Agreement except as provided for in this Agreement. This Settlement shall be a non-reversionary Settlement. None of the Gross Settlement Amount will revert to Defendant.

C. **PAGA Penalties.** The Parties agree that Defendant will pay a total of ninety-five thousand dollars ($95,000.00) to PAGA Group Members and the California Labor and Workforce Development Agency ("LWDA") from the Gross Settlement Amount in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged or could have been alleged to have been violated based on the facts alleged and theories asserted in the complaints and notices to the LWDA filed by Plaintiff in the Actions ("**PAGA Settlement Amount**"). Pursuant to PAGA, Sixty Five Percent (65%) of the PAGA Settlement Amount will be paid to the LWDA (the "**LWDA Payment**"), and the remaining Thirty-Five Percent (35%) will be paid to all PAGA Group Members ("**PAGA Group Payment**"). The 35% to be paid to PAGA Group Members shall be distributed based on the number of pay periods in which the PAGA Group Member received pay for time worked during the PAGA Period compared to the aggregate number of pay periods in which all PAGA Group Members received pay for time worked during the PAGA Period in accordance with the methodology set forth in Section VIII(E) herein. The Court's reduction or increase of the PAGA Settlement Amount is not a material term of this Agreement. If the Court approves a lesser amount or a higher amount than that requested by Class Counsel for the PAGA Settlement Amount, the Parties will not object to such determination, the other terms of this Agreement shall apply and the Net Settlement Amount (defined below) to be distributed to the Class Members will be adjusted accordingly.

D. **Enhancement Payment.** From the Gross Settlement Amount, $15,000.00 will be allocated to Plaintiff for initiating the Actions and providing services in support of the Actions ("**Enhancement Payment**"). The Enhancement Payment is in addition to any Individual Settlement Payment or Individual PAGA Amount Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. If the Court approves an Enhancement Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount (defined below). Plaintiff agrees that the Settlement Administrator will not withhold any taxes from the Enhancement Payment, and will issue a Form 1099 or other appropriate tax form consistent with the classification of the Enhancement Payment. Plaintiff acknowledges and agrees that Defendant and its counsel have made no representations regarding the proper tax treatment of the Enhancement

Payment. Plaintiff agrees, covenants, and represents that Plaintiff shall be solely responsible for paying any taxes and penalties payable on the Enhancement Payment and that Plaintiff shall defend, indemnify, and hold Defendant and the Released Parties (defined below) harmless from any claims, demands, actions, causes of action, losses, costs, attorneys' fees, penalties, or expenses arising from any classification of the Enhancement Payment as taxable income.

E. **Attorneys' Fees and Costs.** "**Attorneys' Fees and Costs**" means the amount allocated to Class Counsel for the work they have performed in furtherance of the Actions and for reimbursement of litigation expenses incurred to prosecute the Actions. Subject to Court approval, the following payments are to be made from the Gross Settlement Amount to Class Counsel: (i) attorneys' fees actually awarded by the Court in an amount not to exceed one-third (1/3) of the Gross Settlement Amount, including any increase to the Gross Settlement Amount under Section XIII ("**Attorneys' Fees**"); and (ii) Plaintiff's verified actual litigation costs and expenses actually awarded by the Court up to $30,000 ("**Litigation Costs**"). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will issue one or more IRS 1099 Forms in connection with the payment of the Class Counsel Attorneys' Fees and Costs.

F. **Settlement Administration Costs.** The costs of the Settlement Administrator, including those costs incurred in mailing the Class Notice to the Class Members as required by this Agreement, will be paid from the Gross Settlement Amount up to $19,850.00, and actually awarded by the Court. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary. To the extent the Settlement Administration Costs are less or the Court approves payment less than the amount billed, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to the Participating Class Members.

G. **Payments to Participating Class Members.** The "**Net Settlement Amount**" means the portion of the Gross Settlement Amount remaining after subtracting the following payments: Attorneys' Fees and Litigation Costs to Class Counsel, the Enhancement Payment to Plaintiff, payment to the Settlement Administrator for settlement administration fees and costs, and the PAGA Settlement Amount. The Net Settlement Amount will be distributed to "**Participating Class Members**" (i.e., those Class Members who do not submit valid Requests for Exclusion). Class Members who do not opt out will be entitled to their pro rata share of the Net Settlement Amount (**"Individual Settlement Payment"**), calculated in accordance with the formula set forth in Section VIII(D).

IV. SETTLEMENT ADMINISTRATOR

A. **Appointment of Settlement Administrator.** The Parties request that the Court appoint ILYM Group, Inc. as Settlement Administrator. The Settlement Administrator will be responsible for the administration of the settlement terms set forth herein, and all related matters. Among other responsibilities, the Settlement Administrator will publish notice of the settlement to Class Members through the distribution of written notice to Class Members based on the list provided by Defendant and through a website created and maintained by the Settlement Administrator, and issue to Class Members who do not opt-out an IRS Form W-2 and IRS Form 1099 for all amounts paid under this settlement as appropriate, making all deductions and withholdings required under law. The Settlement Administrator will calculate and disburse all payments due under this Settlement Agreement. The Settlement Administrator shall issue each Participating Class Member a single check combining their Individual Settlement Payment and any Individual PAGA Amount; PAGA Group Members will receive their Individual PAGA Amount regardless of whether they participate in the Class Action. The Settlement Administrator will also mail a check for 65% of the PAGA Settlement Amount to the LWDA for settlement of the PAGA claim. The Settlement Administrator will also issue a 1099 form to Class Counsel for sums they received under this Agreement as awarded by the Court. In addition, the Settlement Administrator will notify the Parties of timely and untimely Objections and requests for exclusion received; notify the Parties of any disputes by Class Members of the number of Individual Workweeks and/or persons claiming to be Class Members and resolve any disputes resulting from same; make all other required settlement payments and tax remissions pursuant to the terms of this Agreement and as directed by the Court; and perform such other duties as are described in this Agreement and/or as are customarily performed by settlement administrators. Among its other duties as described in this Agreement, the Settlement Administrator shall provide counsel for the Parties with a weekly report showing the number of opt-outs and Objections received as well as declarations as required by the approval process of this Settlement. The Parties agree to provide any reasonable information requested by the Settlement Administrator needed to effectively administer the settlement.

V. NOTICE OF SETTLEMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. **Class Data for Settlement Administrator.** Within **thirty (30) calendar** days after entry of the Court's preliminary approval order that includes all of the provisions identified in Section II(A)(2), Defendant shall provide to the Settlement Administrator the following information for each Class Member and/or PAGA Group Member in a password protected Microsoft Excel format: name, last known address, Social Security number, and the number of Individual Workweeks and/or Individual PAGA Pay Periods attributable to each Class Member/PAGA Group Member ("**Class Data**").

1. Within three (3) business days of receipt of the Class Data by the Settlement Administrator, the Settlement Administrator shall notify Class Counsel that the Class Data has been received and provide to Class Counsel, without revealing any confidential information (such as names, Social Security Numbers, contact information, or other personally identifiable information), the number of Class Members along with the total Workweeks worked by all Class Members and total PAGA Pay Periods worked by all PAGA Group Members.

B. **Confidentiality Of Class Member Contact Information And Data.** The contact information is being provided confidentially, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Class Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement. The Settlement Administrator shall return the Class Data to Defendant or confirm its destruction upon completion of the Settlement Administrator's duties. The Settlement Administrator shall not provide the Class Data to Class Counsel under any circumstances.

C. **Mailing Of Class Notice**. The Settlement Administrator shall mail the Class Notice to Class Members **within fourteen (14) calendar days** of receiving the Class Data from Defendant. The Settlement Administrator shall send the Class Notice via First Class U.S. Mail, using the most current, known mailing address for each Class Member and PAGA Group Member based on information provided by Defendant. Upon receipt of this information from Defendant, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

D. **Re-mailing Of Returned Notices**. Any mailing returned to the Settlement Administrator as undeliverable shall be sent **within three (3) business days** via First Class U.S. Mail to the forwarding address affixed thereto, if applicable. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address again using a robust skip trace database to update and correct any known or identifiable address changes. Following this procedure, the Settlement Administrator shall perform a re-mailing via First Class U.S. Mail **within three (3) business days**. It shall be presumed that those Class Members whose re-mailed Class Notices are not returned to the Settlement Administrator as undeliverable within **thirty (30) calendar days** after re-mailing, actually received the Class Notice to the maximum extent permitted by law. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

E. **Content Of The Notice Of Class Action Settlement**. The Class Notice shall be in a form mutually agreed to by the Parties and shall, among other things, inform

Class Members of their right to decline to participate in the class action portion of the settlement established by this Agreement, so long as the Class Member submits to the Settlement Administrator a valid Request for Exclusion on or before the Response Deadline (defined below), accurately describe the scope of the release, provide all deadlines and material terms of the Settlement, Class Counsel's contact information, and a URL to a website maintained by the Settlement Administrator that has links to the Class Notice and the most important publicly filed documents in the case. The Class Notice shall also state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims in the PAGA Action. It shall be presumed that each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable **within thirty (30) calendar days** after mailing or remailing (as described above in Section V(D)) actually received it to the maximum extent permitted by law. Notice shall be deemed effective and sufficient for all purposes upon the Settlement Administrator's mailing of the Class Notice to a Class Member's last known address, and, for any Class Notice returned as undeliverable, upon the Settlement Administrator's reasonable skip-trace efforts and re-mailing to the updated address, regardless of whether the Class Member actually receives the notice.

F. **Proof Of Mailing**. **At least 21 court days** prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide a finalized and executed declaration of due diligence and proof of mailing with regard to mailing of the Class Notice to Class Counsel and Defendant's Counsel, which Class Counsel shall in turn provide to the Court. **No later than 5 court days** before the final executed declaration is due to be filed by Class Counsel, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a final draft of the declaration for review.

G. Counsel for the Parties shall not attempt in any way to initiate contact or initiate communications with any Class Member other than through the Class Notice, to discuss the Settlement, except as provided in this Agreement and to the extent any Class Member identified by the Settlement Administrator as to whom the Class Notice is believed by the Settlement Administrator to have been undeliverable, in which case counsel for Defendant may make reasonable attempts to secure accurate contact information for such Class Member. Notwithstanding the foregoing: (i) Class Counsel may respond to questions about the Settlement by Class Members who contact Class Counsel; (ii) counsel for the Parties may respond to questions by the Settlement Administrator about specific claims or questions of Class Members; and (iii) Defendant may communicate with employees and the Class Members to discuss or describe the Settlement as set forth in this Agreement provided that such communications shall not interfere with or discourage participation in the Settlement.

VI. THE OPT-OUT PROCEDURE

A. **Class Members' Consideration Period**. The Class Notice shall state that Class Members who wish to exclude themselves from, or "opt out" of, the class action portion of the Settlement must submit a signed, written Request for Exclusion to the Settlement Administrator ("**Request for Exclusion**"). The deadline to submit a Request for Exclusion is **45 calendar days** from the original date that the Class Notice was mailed (the "**Response Deadline**") (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely sent either by fax or by mail and be postmarked to the Settlement Administrator at the address listed in the Class Notice on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely submitted requests for exclusion.

B. **No right to opt out from PAGA settlement**. The Class Notice shall state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims in the Action. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount consistent with the calculation set forth in Section VIII(E) herein.

C. **Opt-Out Procedures.** A Class Member who wishes to opt out of the class portion of the Settlement shall send a Request for Exclusion to the Settlement Administrator, which is a letter setting forth their name, the last four digits of the Social Security number of the Class Member requesting exclusion, the name of the Action, and a statement that they request exclusion from the class and do not wish to participate in the settlement. To be valid, the Request for Exclusion must: (i) reasonably communicate the Class Member's election to be excluded from the class portion of the Settlement and contain sufficient Class Member identifying information; (ii) be signed by the Class Member; and (iii) be postmarked by the Response Deadline and submitted to the Settlement Administrator at the specified address. Opt-out forms must be returned to the settlement administrator by fax or mail, but an otherwise valid and timely opt-out form that is received by the settlement administrator will be accepted. All Class Members who do not timely submit a valid Request for Exclusion shall be bound by the terms and conditions of this Agreement including the release of claims described herein, and shall also be bound by any Court orders related to this Agreement or the Action.

D. **Effect of Opt-Out.** Class Members who successfully submit a Request for Exclusion ("**Non-Participating Class Member**") will not be entitled to a settlement payment for the class portion of this Settlement, and will not be bound by the class action release of this Agreement. To the maximum extent permitted

by law, any Class Member who opts out of the Settlement may not object to the Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Class Member's Request for Exclusion will be deemed to invalidate the Objection. Class Members who submit valid and timely requests to opt out of the Settlement shall not receive a payment for settlement of Class claims pursuant to the Settlement, nor shall such Class Members be bound by the terms of the Settlement of their individual claims against Defendant pursuant to this Settlement. However, Class Members who submit a valid Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims in the Settlement to the extent they are a member of the PAGA Group and will receive a payment for their individual share of the PAGA Settlement Amount in settlement of PAGA claims pursuant to the terms of this Agreement. Class Members who receive a Class Notice (or to whom the Class Notice is sent and not returned to the Settlement Administrator as undeliverable) but do not submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed Participating Class Members and shall be bound by all terms of the Settlement and any Final judgment entered in the Action if the Settlement is approved by the Court.

E. The Settlement Administrator shall review each Request for Exclusion upon receipt for timeliness, completeness, and validity. If a submitted Request for Exclusion is defective or incomplete, the Settlement Administrator will promptly notify the Class Member of the defect or deficiency and permit the Class Member fourteen **(14) days** from the date of the mailing of the deficient form or the Response Deadline to cure the defect (the "**Cure Deadline**"), whichever is later. Notwithstanding the foregoing, any Request for Exclusion that is cured will not be considered effective unless: (i) the original Request for Exclusion was postmarked or delivered by the Response Deadline; and (ii) the cured Request for Exclusion was postmarked or delivered by the Cure Deadline. Class Members shall only be permitted one opportunity to cure a defective Request for Exclusion.

F. Unless otherwise permitted by this Agreement, only the Settlement Administrator has the right to contact Class Members who submit a Request for Exclusion. The Settlement Administrator shall not interfere with any Class Member's right to submit a Request for Exclusion and shall communicate with a Class Member solely for purposes of determining the validity, completeness, and any defect in a submitted Request for Exclusion. The Settlement Administrator shall not have the authority to extend the Response Deadline or Cure Deadline except as directed by the Court or otherwise agreed to by the Parties in writing. The Settlement Administrator shall provide weekly updates concerning the status to both Class Counsel and counsel for Defendant, which will not in any way hamper or impede the right of Class Members to submit Requests for Exclusion.

G. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement or to appeal from the Final Approval Order. Plaintiff and Defendant and their respective counsel each agree that they will not distribute to any Class Member any documents, notices, or information regarding the Actions or the settlement other than documents, notices,

or information approved by the Court, including but not limited to any documents, notices, or information that would encourage or discourage a Class Member from opting out, unless a specific request is first made to them by the Class Member.

VII. OBJECTING TO THE SETTLEMENT

A. **Objection Rights.** Class Members who wish to object to the Settlement may do so in writing by submitting a written objection ("**Objection**") to the Settlement Administrator within the Response Deadline. Class Members may also appear at the Final Approval Hearing and present their objection orally, regardless of whether the Class Member submitted an Objection to the Settlement Administrator. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an Objection is timely submitted. The Settlement Administrator shall provide all such Objections to Class Counsel and Defendant's counsel promptly upon receipt. The Court retains final authority with respect to the consideration and admissibility of any Class Member's Objections. Plaintiff and Defendant may respond in writing to any written Objections by **no later than seven (7) calendar days** before the Final Settlement Approval Hearing (or some other number of days as the Court shall specify) unless the Objection is received at a later time. Plaintiff and Defendant may respond to Objections orally at the Final Settlement Approval Hearing.

B. **Written Objection Procedures.** Any written Objection must: (a) contain the case name of the Action; (b) contain the Class Member's full name and signature; (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be sent by mail to the Settlement Administrator, postmarked on or before the Response Deadline. These instructions, as well as information regarding how to appear will be communicated in the Class Notice.

C. Class Members who object to the Settlement may still participate in the Settlement. A Class Member who objects, but does not submit a Request for Exclusion, will remain a Participating Class Member. Accordingly, if the Court approves the Settlement, such Class Members will be bound by the terms of the Settlement in the same way as the Class Members who did not object. Only those Class Members who opt-out will not be bound by the class action portion of this Agreement.

D. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel's Attorneys' Fees and Litigation Costs and/or the Enhancement Payment to Plaintiff.

E. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

F. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written Objections to the Settlement or to appeal from the Court's Final Approval Order and judgment thereon.

G. **Objecting Class Members Not Entitled to Attorneys' Fees**. The Parties expressly agree that objecting Class Members are not entitled to recover any attorneys' fees or costs from Class Counsel's fee award. This Agreement specifically bars recovery of Attorneys' Fees and Costs for objectors even if the objection has added genuine value to the Settlement. Furthermore, nothing in this Agreement, express or implied, creates any obligation on the part of Defendant to pay any attorneys' fees or costs to an objector, even if such fees and costs are ordered to be paid by the Court.

H. **Waiver of Objection Rights.** To the fullest extent permitted by law, Class Members who fail to submit Objections in the manner specified in the Class Notice and/or fail to appear in Court to present verbal objections at the Final Approval Hearing shall be deemed to have waived any Objections and shall be foreclosed from making any Objection, whether by appeal or otherwise, to this Agreement. To the maximum extent permitted by law, the Parties agree that only the Parties and/or Class Members who make a valid and timely Objection maintain the right to appeal. If the objecting Class Member does not formally intervene in the Action or move to set aside the judgment and/or the Court rejects the Class Member's Objection, the Class Member will still be bound by the terms of this Agreement.

I. **Binding Effect of Settlement.** Although some Class Members might not receive the Class Notice or timely submit a Request for Exclusion, as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the Final Approval Order and judgment to the maximum extent permitted by law.

VIII. CALCULATION OF SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA GROUP

A. Upon receipt of the Class Data, and prior to the mailing of the Class Notice, the Settlement Administrator shall review the information submitted by Defendant to confirm the number of Workweeks of each Class Member during the Class Period ("**Individual Workweeks**") for purposes of performing the calculations of Individual Settlement Payments (defined below). For purposes of this Agreement, a "**Workweek**" shall be defined as a week during which a Class Member was based in California and received compensation for time worked during the month as a Flight Attendant during the Class Period, but shall not include any workweeks for which a Class Member was exclusively on a paid or unpaid leave of absence.

B. The Settlement Administrator shall thereafter provide to Defendant's counsel and Class Counsel the total number of Class Members and Workweeks in the Class Data.

C. **No Claims Process**. This Settlement does not require Class Members to submit a claim form to participate in the Settlement.

D. **Individual Settlement Calculations and Payments**. No claims process shall be required of Plaintiff or Class Members in order to participate in the Settlement. Calculations of Individual Settlement Payments will be made as follows and shall be included in the Class Notice to each Class Member and based on the assumption that no Class Member opts out:

1. The Settlement Administrator will calculate the total number of each Class Member's Individual Workweeks, and the total number of Workweeks for all Class Members ("**Class Workweeks**"). To determine each Class Member's Individual Settlement Payment, the Settlement Administrator will use the following formula: Net Settlement Amount divided by the total of the number of Workweeks worked during the Class Period by participating Class Members ("Workweek Payment Rate") multiplied by the number of Workweeks worked by the individual Class Member at issue (**"Individual Workweeks"**), less applicable withholdings ("**Individual Settlement Payments**"). Provided, however, that each participating Class Member shall receive at least a minimum Individual Settlement Payment equivalent to the figure paid to those Class Members who had one Workweek during the Class Period.

The Individual Settlement Payments will be reduced by any required deductions for each Class Member as set forth herein, including required withholdings or deductions.

E. **Calculation of PAGA Group Members' Individual Share of PAGA Group Payment**. Each PAGA Group Member's individual share of the PAGA Group Payment shall be calculated on a pro rata basis, based on the following formula: The Settlement Administrator will calculate the total number of each PAGA Group Member's Pay Periods during the PAGA Period ("**Individual PAGA Pay Periods**"), and the total number of Pay Periods for all PAGA Group Members in the PAGA Period ("**PAGA Group Pay Periods**"). To determine each PAGA Group Member's Individual PAGA Amount, the Settlement Administrator will use the following formula: (a) dividing the amount of the PAGA Group Payment ($33,250.00) by the total number of PAGA Group Pay Periods, and (b) multiplying the result by each PAGA Group Member's Individual PAGA Pay Periods. There are no opt-out rights with respect to the PAGA portion of the Settlement. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Group Payment proportionate to the number of pay periods in which he or she received pay for time worked during the PAGA Period, subject to Court approval ("**Individual PAGA Amounts**"). Provided, however, that each PAGA Group Member shall receive at least a minimum Individual PAGA Amount equivalent to the figure paid to those PAGA Group Members who had one pay period during which they received pay for time worked during the PAGA Period.

The individual shares of the PAGA Group Payment constitute penalties from which no deductions or withholdings will be taken. For purposes of this Agreement, a "**Pay Period**" shall be defined as any pay period during the PAGA Period in which a PAGA Group Member was based in

California and received compensation for time worked during the month as a Flight Attendant, but shall not include any full pay periods for which a PAGA Group Member was on a paid or unpaid leave of absence.

F. **Procedures for Class Members to Dispute Workweek Calculations:**

Defendant's records shall be determinative with respect to the number of Individual Workweeks and Individual PAGA Pay Periods for the Class Member and shall be presumptively valid, subject to this Section VIII(F). If a Class Member disagrees with the number of Individual Workweeks or Individual PAGA Pay Periods listed in his/her/their Class Notice, the Class Member may dispute the number of Individual Workweeks and/or Individual PAGA Pay Periods by communicating with the Settlement Administrator via fax or mail by no later than the Response Deadline. The Class Member must provide the Settlement Administrator with a written statement explaining the basis for such dispute and supporting documentation, if any. In the absence of any contrary evidence, the Settlement Administrator is entitled to presume that the Individual Workweeks and/or Individual PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge, except as otherwise ordered by the Court. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Individual Workweeks and/or Individual PAGA Pay Periods and the Settlement Administrator's determination of the challenges to counsel for Defendant.

IX. TAX ALLOCATION

A. The Individual Settlement Payments to Class Members shall consist of the following: (i) 10% wages and (ii) 90% interest and penalties. Defendant will be responsible for the employer's share of payroll taxes on W-2 income, separate and apart from the Gross Settlement Amount.

B. Because 10% of the gross amount of the Individual Settlement Payments to Class Members constitutes compensation for past services rendered, it shall be considered wages. Accordingly, the Settlement Administrator shall: (i) withhold from the applicable portion of the Individual Settlement Payment the Class Member's share of all appropriate payroll taxes, including federal and state income taxes; (ii) issue to each Class Member and appropriate taxing authorities a Form W-2 statement or its equivalent with respect to the appropriate portion of the Individual Settlement Payment; (iii) issue a Form-1099 to each Class Member and appropriate taxing authorities with respect to the portions of the Individual Settlement Payment representing penalties and interest and, to the extent a Class Member is also a PAGA Group Member, the individual share of the PAGA Group Payment; and (iv) notify Defendant of its share of any payroll taxes attributable to the employer for the 10% of the gross amount allocated to wages, which amount will be paid separately from the Gross Settlement Amount.

C. **Allocation of Individual Settlement Payment Not Material.** The Court's approval of the allocation of the Individual Settlement Payments for Form 1099

income and Form W-2 income is not a material term of this Agreement. If the Court does not approve or approves a different allocation of the Individual Settlement Payments, the Agreement shall remain intact and all other terms of this Agreement shall apply.

D. Neither Defendant nor its counsel, nor Class Counsel, make any representation, and have made no representations as to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or its counsel, the Settlement Administrator, or Class Counsel in this regard. Plaintiff and Class Members understand and agree that Plaintiff and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff and any Class Member who receive any payment under this Agreement should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payments and Individual PAGA Amounts they receive under the Settlement.

X. FINAL SETTLEMENT APPROVAL HEARING

A. Class Counsel shall be responsible for ensuring that at least the following documents are filed with the Court in advance of the Final Settlement Approval Hearing so that the Court will have a sufficient basis upon which to evaluate and approve the Settlement:

1. A final declaration by the Settlement Administrator listing the following information: (i) attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing and re-mailing of the Class Notice (as applicable), the Class Notices returned as undelivered and attempts to locate Class Members; (ii) the total number of Requests for Exclusion the Settlement Administrator received (both valid and invalid) and a list of the names (with no other identifying information) of all persons who submitted timely and valid Requests for Exclusion; (iii) the number of Objections received and attaching copies of the Objections received so the Court can evaluate the merits of the Objections; and (iv) any other information required by the Court.

2. A duly noticed motion for final approval, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings, evidence or other documents as may be necessary for the Court to determine that the Settlement documented by this Agreement is fair, adequate and reasonable.

3. A Proposed Final Approval Order and judgment for the Court's signature, approving the material terms of the Settlement documented by this Agreement. The Final Approval Order will include the full text of the class and PAGA releases. The Parties shall jointly prepare the proposed final

approval order and judgment to be submitted as mutually agreed to by the Parties.

4. The Parties will cooperate to finalize the motion for final settlement approval and supporting papers to be prepared by Class Counsel. Class Counsel shall also provide a draft of the motion for final settlement approval and supporting papers, and an opportunity to provide comments thereto, to Defendant's counsel at least ten (10) business days prior to the filing deadline for the motion. Class Counsel shall not file a motion for final settlement approval without Defendant's approval to the form and content of the motion for final settlement approval and without first confirming with counsel for Defendant that Defendant has no objection to any matters stated within the final approval papers, unless Defendant fails to provide any objection two (2) business days before the final approval filing deadline.

5. The motion for final settlement approval will include Class Counsel's applications for Attorneys' Fees and Costs and the Enhancement Payment. However, the Court's decision to award less than the amounts requested for Class Counsel's Attorneys' Fees and Costs and/or the Enhancement Payment to Plaintiff does not constitute a material modification to the Agreement and will not terminate this Agreement.

6. The Parties agree, to the extent necessary, to take all necessary steps to dismiss the Class Action as may be required by the respective court, with fees and costs to be borne separately by each Party. Class Counsel shall not be entitled to recover any additional fees or costs in the Class Action, including any fees for undertaking the dismissal described in this paragraph.

7. Pursuant to Labor Code § 2699(s)(3), Class Counsel will provide to the LWDA a copy of the Court's Final Approval Order and Judgment within ten (10) days after entry of the Final Approval Order and Judgment.

XI. PAYMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. No later than **thirty (30) calendar days** after the Effective Date (defined in Section I(D), Defendant shall ensure a wire transfer to a bank account designated by the Settlement Administrator is effectuated for the Gross Settlement Amount plus the separate portion of the employer-side payroll taxes. No later than fourteen **(14) calendar days** after the settlement is funded, the Settlement Administrator shall issue payments to participating Class Members and/or PAGA Group Members pursuant to the terms of this Agreement from the above-mentioned designated bank account and issue all necessary and proper tax forms.

B. The Settlement Administrator shall mail the Individual Settlement Payments and Individual PAGA Amounts by First Class U.S. Mail to each Class Member's and/or PAGA Group Member's last known address, postage prepaid. Checks shall be valid for **180 calendar days** from the date of mailing (the "**Check Cashing**

Deadline"), and the face of each check shall prominently state the Check Cashing Deadline, when the check will be voided. Class Members who do not cash their settlement checks within 180 calendar days after mailing by the Settlement Administrator shall still be bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class Member received his, her, or their Individual Settlement Payment (and Individual PAGA Amount, if applicable) on the date the payment was deposited in the United States mail, unless the payment is returned to the Settlement Administrator within the Check Cashing Deadline. Any check returned by the post office with a forwarding address will be re-mailed within **five (5) calendar days** by the Settlement Administrator to that forwarding address via First Class U.S. Mail. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using all reasonably available sources, methods, and means, including, but not limited to, the "National Change of Address Database", skip traces, and direct contact by the Settlement Administrator with Participating Class Members, and it shall then perform a re-mailing within **seven (7) calendar days** of receiving a returned check. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date.

C. In accordance with California Code of Civil Procedure Section 384, any checks returned to the Settlement Administrator by the post office as undeliverable after the Settlement Administrator takes steps set forth above, and all funds from checks that are not cashed by the Check Cashing Deadline, shall be distributed as follows:

1. The amount of any Individual Settlement Payments and Individual PAGA Amounts that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing of the checks for Individual Settlement Payments and/or Individual PAGA Amounts will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash his or her check, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Participating Class Member and/or PAGA Group Member will nonetheless remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Class Members, whether or not they all cash their Individual Payments.

2. The Settlement Administrator shall notify the Parties' counsel of the total amount that was actually paid to the Class Members and the amount of funds that are unclaimed.

3. At a date set by the Court for a final accounting in accordance with California Code of Civil Procedure Section 384(b), the Parties shall advise

the Court of the total amount that was actually paid to Class Members under this Agreement and the amount of funds that are unclaimed by Class Members and transmitted to the California State Controller's Unclaimed Property Fund.

D. **No Impact On Contributions To Employee Benefit Plans**. None of the payments made pursuant to this Agreement shall be considered to alter the terms or to grant any rights to additional payments under any employee benefit plans. None of the payments made pursuant to this Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("**ERISA**"). Any distribution of payments to Plaintiff or Class Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any bonus or incentive plan, benefit plan sponsored or contributed to by Defendant or any jointly-trusteed benefit plan, or for purposes of calculating the regular rate of pay. For purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

XII. PAYMENT OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL; SETTLEMENT ADMINISTRATION EXPENSES; ENHANCEMENT PAYMENT

A. No later than **fourteen (14) calendar days** after funding of the settlement, the Settlement Administrator shall transfer the following amounts, as awarded by the Court:

1. To Class Counsel, the amounts ordered by the Court for all attorneys' fees and costs incurred in prosecuting the Action;

2. To the Settlement Administrator, the amounts ordered by the Court for all its expenses;

3. To Plaintiff, the amount ordered by the Court for the Enhancement Payment; and

4. To the LWDA, the LWDA Payment.

XIII. ESCALATOR CLAUSE.

A. Defendant has represented that there are an estimated 104,000 Workweeks worked by the approximately 3,131 Class Members in the Class Period through January 31, 2026. If it is later determined that the number of actual Workweeks worked by Class Members exceeds 10% of this estimate (*i.e.,* if there are 114,401 or more Workweeks worked by Class Members in the Class Period), Defendant will have the option of either: (a) proportionally increasing the Gross Settlement Amount pro-rata per additional Workweek over and above the 10% threshold; or (b) ending the Class Period on a date that will not result in an increase of more than 10% of the Workweeks estimated in the Class Period.

B. The Parties agree that, except as set forth in this Section XIII and the employer share of payroll taxes, under no circumstances shall Defendant be obligated to pay any amount that exceeds one million and nine-hundred thousand dollars ($1,900,000.00).

XIV. INVALIDATION OF AGREEMENT FOR FAILURE TO SATISFY CONDITIONS

A. In the event the Court fails to enter final judgment approving the Settlement consistent with the terms set forth in this Agreement after the Parties have exhausted all reasonable efforts to amend the Agreement to address the Court's concerns, or such final judgment is vacated or reversed, the Actions shall proceed as if no settlement had been attempted and revert back to their prior procedural posture. In such event, nothing in this Agreement shall be used, construed or admissible as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in the Actions, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Actions as if this Agreement never existed. Further, in such event, the Parties shall each pay half of the costs of administration that have been incurred by the Settlement Administrator.

B. **Defendant's Right to Withdraw.** If, prior to the Final Settlement Approval Hearing, the number of persons who submit valid and timely Requests for Exclusion exceeds five percent (5%) of the total number of Class Members, then Defendant shall have the sole and absolute discretion to withdraw from this Agreement within thirty (30) days of receiving notice that five percent (5%) or more of the Class Members timely opted out of the Settlement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. If Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement. Further, if Defendant elects to so withdraw, Defendant shall each pay the costs of administration that have been incurred by the Settlement Administrator through the date of withdrawal.

C. If this Agreement is terminated for failure to satisfy any of the material terms or conditions, Defendant shall not be obligated to create or maintain any type of settlement fund and shall not be obligated to make any settlement payment to any Class Member, PAGA Group Member, LWDA, Class Counsel, or to Plaintiff.

XV. RELEASES, REPRESENTATIONS AND WARRANTIES

A. Class Member Release

1. Release of Claims by Plaintiff and Class Members. In consideration of the monetary sum provided by Defendant and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, Plaintiff and each Class Member who does not timely opt-out of the settlement, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge Defendant and its former and present parents, subsidiaries, affiliated corporations and entities, successors, insurers, clients, and vendors and independent contractors through which Defendant conducts business, and each of their respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Defendant and all persons or entities acting by, through, under, or in concert with any of them ("**Released Parties**"), from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the alleged violation of any provision of common law, California law and/or federal law that occurred during the Class Period that were pled in either Action, or Plaintiff's LWDA letter, or which could have been pled based on the facts alleged and theories asserted in either Action, including claims for: failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 210, 216, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 218.6, 226.7, 512, 1194, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to timely pay all wages (Cal. Lab. Code §§ 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 1197.5); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code § 246); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2800, 2802); violation of the IWC California Wage Orders; violation of the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 1174, 1175); failure to maintain

records (Cal. Lab. Code §§ 226, 226.3, 1174, 1174.5); failure to provide required information at time of hiring (Cal. Lab. Code § 2810.5); Code of Civil Procedure § 1021.5; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof that arose during the Class Period ("**Released Class Claims**"). The Released Class Claims do not include claims to enforce this Agreement or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

a) This Settlement and the judgment entered thereon shall have res judicata effect precluding Plaintiff and the Participating Class Members from initiating any other proceedings regarding claims released pursuant to this Agreement.

B. **PAGA Release of Claims**

1. Release of PAGA Claims. For the avoidance of doubt, Class Members/PAGA Group Members have no opt-out rights as to the PAGA portion of the settlement of the Actions. Accordingly, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, in consideration of the PAGA Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Group members, waives, fully releases and forever discharges the Released Parties from any and all claims under PAGA arising from and/or relating in any way to the claims pled in the Actions, or Plaintiff's LWDA letter, or that could have been asserted based on the facts alleged or theories asserted in the Actions against Defendant, including, but not limited to, claims for: failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 210, 216, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 218.6, 226.7, 512, 1194, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to timely pay all wages (Cal. Lab. Code §§ 201, 201.3, 202, 203 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 1197.5); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code § 246); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2800, 2802); violation of the IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 1174, 1175); failure to maintain records (Cal. Lab. Code §§ 226, 226.3, 1174, 1174.5); failure to provide required information at time of hiring (Cal. Lab. Code § 2810.5); Code of

Civil Procedure § 1021.5; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof, that arose during the PAGA Period ("**Released PAGA Claims**"). The Released PAGA Claims and the Released Class Claims are collectively referred to as the "**Released Claims**."

C. **General Release by Plaintiff; Representations and Warranties**

1. General Release by Plaintiff. In addition to the Released Class Claims and Released PAGA Claims described in this Agreement, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses where Plaintiff has a controlling ownership interest, fully releases and forever discharges the Released Parties from any and all claims of any nature, known or unknown, contingent or accrued, against all Released Parties, whether in tort, contract, or equity, including, but not limited to, the Released Claims, and any claims arising out of or relating to any work performed by Plaintiff or his engagement to perform any work, or relating to Plaintiff's employment with Defendant, including the end of the employment relationship, and any act, omission, or transaction of or by Defendant or any of the Released Parties occurring on or before the date Plaintiff executes this Agreement. This release is intended to be interpreted broadly and is intended to include, without limitation, all common law claims (including but not limited to: breach of contract, breach of fiduciary duty, breach of the covenant of good faith and fair dealing, wrongful discharge in violation of public policy, infliction of emotional distress, negligence, invasion of privacy, interference with contractual relationship, defamation and fraud), as well as any statutory claims arising under federal, state or local law ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from and/or in addition to the facts and/or law that Plaintiff now knows or believes to be true, but agree, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Plaintiff's General Release does not extend to any claims or actions to enforce the Settlement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or to any claims that are not releasable as a matter of law or public policy. Nothing herein is intended to preserve any claims that are released pursuant to Section XV(A)-(B).

a) Section 1542 Waiver. For purposes of Plaintiff's General Release only, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "**A general release does not extend to claims that**

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

2. Representations and Warranties. Plaintiff hereby represents, covenants, and warrants that Plaintiff has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber, to any person or entity, any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged. Plaintiff further agrees that Plaintiff shall not in any way hereafter commence, join, aid, or assist others in pursuing any claim, charge or action against any of the Released Parties for any acts or omissions released under this Agreement.

D. **No Misrepresentation**

The Parties understand that the facts with respect to which this Agreement is entered into may be materially different from those the Parties now believe to be true. The Parties accept and assume this risk, and agree that this Agreement, including specifically the releases contained herein, shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

XVI. CONFIDENTIALITY

The Parties and their counsel shall keep confidential all settlement communications regarding the negotiation and drafting of the MOU and Settlement Agreement (except for purposes of enforcement). Neither Party will issue any press release or other public or non-public representation regarding the settlement, other than as necessary to obtain court approval and effectuate the terms of the settlement. Provided, however, that the Court may be notified, if necessary, prior to the filing of the motion for preliminary approval, that "The parties have settled the case subject to court approval" while not mentioning the terms. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about the Actions at any time. Class Counsel will not communicate with other class counsel about this settlement and will not disclose this settlement in any way in their marketing or advertising materials or website at any time.

Notwithstanding the above, Class Counsel may communicate with Class Members for purposes of the settlement and to the extent necessary to fulfill any duty Class Counsel has to Class Members to inform them of the pending Actions, subject to the limitations set forth in Section VI above. Further, Class Counsel may disclose data and documents disclosed to Plaintiff from Defendant to the Court to facilitate the Court's approval of this Settlement, if required by the Court. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Agreement as required by law. This provision applies equally to Plaintiff.

XVII. MISCELLANEOUS PROVISIONS

A. **Acknowledgment that the Settlement is Fair and Reasonable**

The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Actions, which was reached after non-collusive, arm's-length negotiations and mediation and in the context of adversarial litigation, considering all relevant factors, present and potential, including the risk of continued litigation. The Parties agree, covenant, and represent that this Agreement shall constitute a compromise of, and full accord and satisfaction of, disputed claims.

B. **No Admission of Liability**

The Parties agree, covenant, and represent that neither this Agreement nor any actions undertaken by Defendant in satisfaction of this Agreement shall constitute, or be construed as, an admission of any liability or wrongdoing by Defendant at any time, or as an admission by Defendant that class certification, or litigation on a representative basis is proper in the Actions. By entering into this agreement, Defendant does not admit liability in the Actions. Defendant expressly denies that it has violated any law, breached any agreement or obligation to Plaintiff or the Class Members or PAGA Group Members, or engaged in any wrongdoing with respect to Plaintiff or the Class Members or the PAGA Group Members.

C. **Representation by Counsel**

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff warrants and represents that Plaintiff is fully authorized to enter into this Agreement and the terms and conditions thereof, that there are no liens on the Agreement, and that after entry by the Court of the orders specified in this Agreement, the Settlement Administrator may distribute funds to Class Members, PAGA Group Members, Class Counsel, the LWDA, and Plaintiff as provided by this Agreement.

D. **Deadlines Set by this Agreement and Extensions of Time**

If any deadline set by this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline shall be deemed to fall on the next day that is not a Saturday, Sunday, or Court holiday. Further, the Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, subject to Court approval when required.

E. **Notice**

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by first class mail, or email to the undersigned persons at their respective addresses as set forth below:

Counsel for Plaintiff and the Class Members:

Christina M. Lucio
Mitchell J. Murray
Nicholas W. Schieffelin
EMPLAW, LLP

2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024
Tel: (760) 483-9511
christina@emplawllp.com
mitchell@emplawllp.com
nick@emplawllp.com
Attorneys for Plaintiff and the Class

Counsel for Defendant:

Koree Wooley
Kassi Stephenson
JONES DAY
4655 Executive Drive, 15th floor
San Diego, California 92121
Telephone (858) 314-1200
kbwooley@jonesday.com
kstephenson@jonesday.com
Attorneys for Defendant

F. **Memorandum of Understanding Superseded by this Agreement**

Upon the date that this Agreement becomes fully executed by all Parties, this Agreement shall supersede the Memorandum of Understanding between the Parties that was fully executed on February 5, 2026.

G. **Incorporation by Reference**

The terms of this Agreement include the Recitals, which are incorporated by this reference as though fully set forth herein.

H. **Captions**

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

I. **Mutual Preparation**

This Agreement has been jointly prepared by the Parties and their counsel. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

J. **Waiver of Right to Appeal**

As part of this Settlement, Plaintiff waives his right to file an appeal and/or a writ or any challenge whatsoever to the terms of the impending stipulated judgment.

K. **Entire Agreement**

This Agreement comprises the Parties' entire agreement. There are no other agreements, written or oral, express or implied, between the Parties with respect to the subject matter hereof except this Agreement. The Parties acknowledge that no representations, statements or promises made by any other party, or by their respective agents or attorneys, have been relied upon in entering into this Agreement. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

L. **Amendment or Modification**

This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by a duly authorized representative of the Parties hereto, which writing shall expressly state the intent of the Parties to modify this Agreement.

M. **Severability**

The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each provision of this Agreement shall be considered severable, except for the release provisions of Section XV of this Agreement. If the Court finds the release provisions of this Agreement to be unenforceable or invalid after the Parties' efforts to resolve any issues addressed by the Court as specified in Section XVII(T), then this Agreement shall become null and void and Defendant shall have no obligation to make any payments pursuant to this Agreement. If the Court finds any provision other than the release provisions of Section XV, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

N. **Waiver**

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

O. **Execution and Counterparts**

This Agreement, and any other documents required or contemplated to be executed to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an

original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. Any Party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other Party. Any signature made and transmitted by facsimile, email, DocuSign, or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

P. **Binding on Successors and Assigns**

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, including Participating Class Members and PAGA Group Members, as well as their respective heirs, spouses, children, assigns, executors, administrators, successors, beneficiaries, subsidiaries, conservators, representatives, attorneys, estates, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties.

Q. **California Law Governs**

All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

R. **Cooperation in Administration**

The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order, suggestion, or recommendation of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. The Parties' efforts to continue to cooperate and make all best efforts to obtain approval of this Agreement shall only cease after the Parties have exhausted all opportunities to amend or modify this Agreement, including seeking the assistance of the mediator, and the filing of any motions to obtain approval of this Agreement.

S. **All Terms Subject to Final Court Approval**

All amounts and procedures described in this Agreement herein will be subject to final Court approval.

T. **Disputes**

If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations, but if those efforts are unsuccessful, the Court retains full jurisdiction to interpret, construe, and enforce the terms of this Agreement.

U. **Judgment and Continued Jurisdiction**

The Court shall retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and Settlement including post-judgment matters as may be appropriate under court rules or as set forth in this Agreement. In the event that an action is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

V. **Interim Stay of Proceedings**.

The Parties agree to refrain from further litigation, except such proceedings as necessary to seek and obtain preliminary and final settlement approval. If this Agreement is not finally approved, the Parties agree that they will revert to their positions in the Actions prior to the time they entered into this Agreement, and no agreements set forth in this Agreement or any documents generated or orders issued related to this Agreement will be admissible in any future proceeding, in the Actions or in any other action.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES. PLAINTIFF UNDERSTANDS THIS AGREEMENT CONTAINS A GENERAL RELEASE OF CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFF

Dated: 04/08/26

Bernard Germani (Apr 8, 2026 10:50:32 PDT)

Bernard Germani

DEFENDANT

Dated: _____

_____

Name: Tami Becker Gomez
For Defendant Alaska Airlines, Inc.

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PLAINTIFF

Dated: _____

_____
Bernard Germani

DEFENDANT

Dated: 4/8/2026 | 12:04 PM EDT

Signed by:
Tami Becker Gomez
C117B4809A84415...

Name: Tami Becker Gomez
For Defendant Alaska Airlines, Inc.

Approved as to form and agrees to be bound by the confidentiality provisions in the Agreement:

EMPLAW, LLP

Dated: April 8, 2026

Christina M. Lucio
Mitchell J. Murray
Nick Schieffelin
Attorneys for Plaintiff and the Class

JONES DAY

Dated: _____

Koree Wooley
Attorneys for Defendant Alaska Airlines, Inc.

Docusign Envelope ID: 176A458D-4D18-4E3C-92C0-0E653C440F05

Approved as to form and agrees to be bound by the confidentiality provisions in the Agreement:

EMPLAW, LLP

Dated: _____

Christina M. Lucio
Mitchell J. Murray
Nick Schieffelin
Attorneys for Plaintiff and the Class

JONES DAY

Dated: April 8, 2026

Koree Wooley
Attorneys for Defendant Alaska Airlines, Inc.