

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Catherine Stephanie Limon (formerly, Catherine Gutierrez) (“Plaintiff”) and Defendant Children’s Law Center of California (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Actions” means (a) the Plaintiff’s class action lawsuit alleging wage and hour violations against Defendant, captioned *Gutierrez v. Children’s Law Center of California*, Case No. 22STCV01134, initiated on January 11, 2022 and pending in the Superior Court of the State of California, County of Los Angeles (the “Class Action”), and (b) Plaintiff’s related representative action under Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) entitled *Gutierrez v. Children’s Law Center of California*, Case No. 22AHCV00017, initiated on January 11, 2022 and pending in the Superior Court of the State of California, County of Los Angeles (the “PAGA Action”).
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all hourly-paid or non-exempt employees who performed work in California for Defendant at any time from January 11, 2018 through the date the Court grants final approval of the settlement.
- 1.5 “Class” means all hourly paid or non-exempt employees who performed work in California for Defendant at any time from January 11, 2018 through the date the Court grants preliminary approval of the settlement.
- 1.6 “Class Counsel” means Arby Aiwezian, Joanna Ghosh, Brian J. St. John, and Erica Stepanian of Lawyers *for* Justice, PC, and all the lawyers of this firm acting on behalf of Plaintiff and the Class.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social

Security number, and number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee, during the Class Period and PAGA Period respectively.

- 1.9 “Class Member” means a member of the Class.
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the Court approved Notice Of Class Action Settlement and Hearing Date For Final Court Approval, to be mailed to Class Members in English with a Spanish translation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from January 11, 2018 through the date the Court grants preliminary approval of the settlement.
- 1.13 “Class Representative” means Catherine Stephanie Limon (formerly, Catherine Gutierrez), who is seeking Court approval to serve as Class Representative.
- 1.14 “Class Representative Service Payment” mean the payment to the Class Representative for initiating the Actions, providing services in support of the Actions, and entering into a general release of all claims.
- 1.15 “Class Settlement” means the settlement and resolution of all Released Class Claims.
- 1.16 “Court” means the Superior Court of California, County of Los Angeles.
- 1.17 “Defendant” means Defendant Children’s Law Center of California.
- 1.18 “Defense Counsel” means Andrew J. Sokolowski and Kerri R. Lutfey of O’Hagan Meyer LLP.
- 1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$600,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.23 “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties (i.e., the PAGA Employee Amount) calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency.
- 1.27 “LWDA PAGA Payment” means the 75% share of the PAGA Penalties which is to be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. This remaining Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Notice of Objection” means a Participating Class Member’s written objection to the Class Settlement.
- 1.30 “PAGA Employee Amount” means the 25% share of the PAGA Penalties to be distributed to Aggrieved Employees on a *pro rata* basis based on the number of Workweeks worked during the PAGA Period.
- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from January 11, 2021 through the date the Court grants preliminary approval of the settlement.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

- 1.34 “PAGA Notice” means Plaintiff Catherine Stephanie Limon’s (formerly, Catherine Gutierrez) November 5, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), attached as Exhibit B and incorporated by reference into this Agreement.
- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.36 “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.
- 1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38 “Plaintiff” means Plaintiff Catherine Stephanie Limon (formerly, Catherine Gutierrez).
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43 “Released Parties” means: Defendant and each of its past, present, and future agents, executive- and/or managerial-level employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, staffing agencies and companies, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), common law employers, potential and alleged common law employers, contractors, lenders, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future executive level employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

- 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.45 “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. A Class Member to whom the Class Notice is re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days added to that Class Member’s Response Deadline.
- 1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.47 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1 On November 5, 2021, Pursuant to Labor Code section 2699.3, Plaintiff provided written notice to Defendant by Certified Mail and to the LWDA by online submission of the specific provisions of the California Labor Code that Defendant allegedly violated by sending the PAGA Notice in compliance with all statutory requirements. In order to facilitate the global settlement of the Actions and the claims alleged in the PAGA Notice, the Parties have agreed that Plaintiff shall file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, § 2698 et seq. (“First Amended Complaint” or “Operative Complaint”). The First Amended Complaint shall assert a PAGA claim coextensive with the claims and allegations in the Original Complaint, including allegations regarding (1) failure to pay overtime; (2) failure to pay meal period premiums; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to pay all wages due upon termination; (6) failure to timely pay wages during employment; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required payroll records; (9) failure to reimburse employees for necessary business expenses incurred in the discharge of their duties; and (10) unfair business practices. Defendant shall waive any statute of limitations defense to the PAGA claim for settlement purposes only. A stipulation and proposed order reflecting the Parties’ agreement regarding the filing of the First Amended Complaint shall be filed with the Court on or before the date Plaintiff files her Motion for Preliminary Approval. The Parties’ consent to this Agreement is expressly conditioned upon the Court approving the filing of the First Amended Complaint. Defendant shall not be required to file any response to the First Amended Complaint. Defendant’s current operative answer shall be deemed the answer to the First Amended Complaint. If the Court declines to grant Preliminary Approval or Final Approval of the Settlement, the Parties agree, as a material term of this Agreement, that Plaintiff shall file a Second Amended Complaint that will

be the same as the First Amended Complaint, which will effect a dismissal of the PAGA claim, and the Actions will resume as if this Agreement had not been entered into, unless the Parties jointly seek reconsideration of the Court's ruling declining Preliminary Approval of Final Approval or seek Court approval of a renegotiated settlement.

- 2.2 On January 11, 2022, Plaintiff Catherine Stephanie Limon (formerly, Catherine Gutierrez) commenced the Class Action by filing a Class Action Complaint for Damages ("Original Complaint") alleging causes of action against Children's Law Center of California for (1) failure to pay overtime; (2) failure to pay meal period premiums; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to pay all wages due upon termination; (6) failure to timely pay wages during employment; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required payroll records; (9) failure to reimburse employees for necessary business expenses incurred in the discharge of their duties; and (10) unfair business practices.
- 2.3 On January 11, 2022, Plaintiff Catherine Stephanie Limon (formerly, Catherine Gutierrez) filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA"), with the above-entitled Court. On March 22, 2022, the cases were deemed related, with the PAGA matter as lead.
- 2.4 Defendant denies all allegations in the Actions, denies any failure to comply with the statutes, regulations, and other laws cited by Plaintiff in the Actions, and denies any and all liability for any cause of action alleged in the Actions.
- 2.5 On July 10, 2023, the Parties participated in an all-day mediation presided over by a well-regarded mediator, the Honorable Jeffrey Winikow (Ret.). The matter did not settle at mediation. The Parties agreed to re-engage the mediator, the Honorable Jeffrey Winikow (Ret.), to help facilitate resolution, but the Parties were unable to reach an agreement. In June and July 2025, the Parties resumed settlement discussions. These efforts ultimately led to this Agreement to settle the action. The negotiations leading up to this Settlement were lengthy, hard-fought, and at arm's length.
- 2.6 Prior to mediation, Plaintiff obtained thousands of pages of Defendant's non-exempt employees' time and pay records, all relevant wage-hour policies and procedures, and other relevant materials. The Parties litigated this matter for more than three years, and this Plaintiff's investigation is sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7 The Court has not granted class certification, as the parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified.

- 2.8 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.9 For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$600,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments (“Employer Taxes”). Defendant has no obligation to pay the Gross Settlement Amount (or any Employer Taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment. The Class Representative Service Payment will be in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA Payment, if any, paid pursuant to the Settlement and is conditioned on Plaintiff’s agreement to a general release of all claims.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$200,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$24,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a

Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel, any other Plaintiff's Counsel, Class Members, or Aggrieved Employees arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fees Payment(s) and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be

reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Class Members who submit a valid and timely Request for Exclusion will not receive any Individual Class Payments. Aggrieved Employees shall still receive an Individual PAGA Payment irrespective of whether they submit a Request for Exclusion.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the PAGA Employee Amount as a satisfaction and release of the Released PAGA claims.

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

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and PAGA Pay Periods. Based on a review of its records, from January 11, 2018 through April 3, 2024, Defendant estimates Class Members collectively worked approximately 74,500 Workweeks. If the number of Workweeks exceeds 74,500, the Gross Settlement Amount shall be increased on a proportional basis by the same number of percentage points above 10% (e.g., if the number of Workweeks during the Release Period exceeds 74,500 by 11% to 82,695, the Gross Settlement Amount will increase by 1%) or, alternatively, Defendant may, in its sole discretion choose to cut the Class Period and PAGA Period off on the last day the total number of Workweeks does not exceed 81,950 in order to limit or eliminate any increase in the Gross Settlement Amount.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary

Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and the Employer Taxes, by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, with employee taxes withheld and paid from the Gross Settlement Amount. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days

of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.

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

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount the Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

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

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

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

pursuant to California Labor Code Sections 132(a) and 4553). This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2. Release by Participating Class Members: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all Employer Taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims under state, federal, or local law, pleaded in the Operative Complaint in the Class Action or that could have been asserted based on the facts pleaded in the Operative Complaint in the Class Action, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, including and not limited to, for: failure to pay overtime wages under California Labor Code sections 510, 1198; failure to provide meal periods and/or pay meal period premiums under California Labor Code sections 226.7, 512; failure to provide rest periods and/or pay rest period premiums under California Labor Code section 226.7; failure to pay minimum wages under California Labor Code sections 1194, et seq.; failure to pay reporting time wages under California Labor Code section 1198 and applicable Industrial Welfare Commission Wage Orders; failure to provide a day of rest under California Labor Code section 551 and 552; failure to timely pay wages upon termination under California Labor Code section 203; failure to timely pay wages during employment under California Labor Code sections 204, 210; failure to provide accurate, itemized wage statements under California Labor Code section 226; failure to keep requisite payroll records under California Labor Code section 1174, subdivision ((1); failure to reimburse business expenses under California Labor Code sections 2800, 2802; violation of California's unfair competition law under California Business and Professions Code sections 17200, et seq. arising during the Class Period ("Released Class Claims"). As part of the release of the Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.
- 5.3. Release by Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all Employer Taxes, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties,

arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices, to the extent alleged in the Operative Complaints, including but not limited to: failure to pay minimum wages; failure to pay overtime wages; failure to provide compliant rest periods and associated premium pay; failure to provide meal periods and associated premium pay; failure to pay bonuses or other remuneration; failure to timely pay wages during employment; failure to pay timely wages upon termination; failure to reimburse necessary business-related expenses; failure to maintain requisite payroll records; and failure to provide compliant wage statements (“Released PAGA Claims”). The Released PAGA Claims include, without limitation, claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802). Aggrieved Employees’ Released PAGA Claims are limited to the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel agrees to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals, and to provide Defense Counsel with a copy of the same prior to filing.

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for executing declarations disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and confirming that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no

interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Notice to Class Members.

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

7.3.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.3.4. The deadlines for Class Members’ Notices of Objection, Workweeks/Pay Periods disputes, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.3.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class

Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.4. Requests for Exclusion (Opt-Outs).

- 7.4.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes: (1) the case name and number of the Actions; (2) the Class Member's full name, address, email address, telephone number, and last four digits of his or her Social Security Number; (3) the signature of the Class Member; (4) a clear statement that the Class Member requests to be excluded from the Settlement; and (5) is sent to the Administrator no later than the Response Deadline. Requests for Exclusion submitted to the Administrator by mail must be postmarked no later than the Response deadline.
- 7.4.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release of Released Class Claims, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.4.4. Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Aggrieved Employees will release the Released PAGA Claims and receive an

Individual PAGA Payment regardless of whether they submit a Request for Exclusion.

7.5. Workweeks/Pay Period Disputes. Class Members who wish to dispute the number of Workweeks during the Class Period and/or PAGA Pay Periods (if any) during the PAGA Period allocated to the Class Member in the Class Notice must send the Administrator, by mail, a written Workweeks/Pay Periods Dispute, including: (1) the case name and number of the Actions; (2) the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (3) a statement setting forth the number of Workweeks and/or PAGA Period during the Class Period and/or PAGA Period that he or she contends is correct; and (4) attach any relevant documentation in support thereof; A Workweeks/Pay Periods Dispute must be submitted to the Administrator no later than the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks/Pay Periods disputes to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.6. Objections to Settlement.

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

7.6.2. Participating Class Members may send Notices of Objections to the Administrator, by mail. A written Notice of Objection to the Class Settlement must: (1) contain the case name and number of the Actions; (2) contain the Class Member's full name, address, telephone number, signature and last four digits of his or her Social Security number; (3) clearly state the grounds for the objection; (4) state whether the Class Member intends to appear at the Final Approval Hearing; and (5) be submitted no later than the Response Deadline. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing, regardless of whether they have submitted a written Notice of Objection. A Participating Class Member who elects to send a written Notice of Objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.6.3. Class Members who submitted a valid and timely Request for Exclusion have no right to object to any of the class action components of the Settlement.

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

7.7.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

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

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

- 7.7.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written Notices of Objection it received, the number of Workweeks/Pay Periods disputes it received and the outcome of the challenges, and attach the Exclusion List, copies of all Requests for Exclusion it received (both valid and invalid), and copies of all written Notices of Objection it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.7.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administrator Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in

good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administrator Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the

Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. **ADDITIONAL PROVISIONS.**

- 11.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2. Publicity. Neither side shall publicize the settlement, including but not limited to communications with the media or through any social media, unless so ordered by the Court. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience nor restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Class Counsel shall not at any time list or publicize the action or settlement on its website or any advertising material. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral

representations, warranties, covenants, or inducements made to or by any Party.

- 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Honorable Jeffrey Winikow (Ret.), and/or the Court for resolution.
- 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9. Modification of Agreement. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.
- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.
Lawyers *for* Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
arby@calljustice.com
joanna@calljustice.com
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erica@calljustice.com

To Defendant:

Andrew J. Sokolowski, Esq.
Kerri R. Lutfey, Esq.
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: (213) 647-0005
Facsimile: (213) 647-1799

asokolowski@ohaganmeyer.com
klutfey@ohaganmeyer.com

- 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330(a), the time within which the Actions must be brought to trial under Code of Civil Procedure section 583.310 shall be extended for the period between the filing of the motion for preliminary approval and the entry of Judgment. If the Court denies Preliminary Approval or Final Approval of the Settlement, the Parties agree that the time within which the Actions must be brought to trial under Code of Civil Procedure section 583.310 shall be extended to 30 days after the date on which the Court issues an order denying the Motion for Preliminary Approval or the Motion for Final Approval.

IT IS SO AGREED.

[Signatures on Next Page]

Plaintiff Catherine Stephanie Limon (formerly, **Catherine Gutierrez**)

Dated: 01/23/2026

Catherine Stephanie Limon

Catherine Stephanie Limon (formerly, Catherine Gutierrez)

Defendant Children's Law Center of California

Dated: _____

By: _____

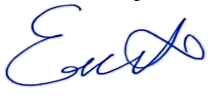
Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

LAWYERS for JUSTICE, PC

Dated: January 23, 2026

By:  _____

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.

*Attorneys for Plaintiff Catherine Stephanie Limon
(formerly, Catherine Gutierrez)*

O'HAGAN MEYER LLP

Dated: _____

By: _____

Andrew J. Sokolowski, Esq.
Kerri R. Lutfey, Esq.

*Attorneys for Defendant Children's Law Center of
California*

Plaintiff Catherine Stephanie Limon (formerly, **Catherine Gutierrez**)

Dated: _____

Catherine Stephanie Limon (formerly, Catherine Gutierrez)

Defendant Children's Law Center of California

Dated: Jan 23, 2026

By: Leslie Heimov
Leslie Heimov (Jan 23, 2026 15:55:29 PST)

Name: Leslie Heimov

Title: Executive Director

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: _____

By: _____
Arby Aiwezian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.

*Attorneys for Plaintiff Catherine Stephanie Limon
(formerly, Catherine Gutierrez)*

O'HAGAN MEYER LLP

Dated: January 23, 2026

By: Andrew J. Sokolowski
Andrew J. Sokolowski, Esq.
Kerri R. Lutfey, Esq.

Attorneys for Defendant Children's Law Center of California