

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Brittany Hamilton, Chris Watson, Jasmine Turner, Tanisha Petties (“Plaintiffs” or “Class Representatives”) and defendant Magic Mountain LLC (“MM”). The Agreement refers to Plaintiffs and MM collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the following Plaintiffs’ lawsuits alleging wage and hour violations against MM: *Hamilton v. Magic Mountain, LLC*, Case Number 19STCV33422; *Watson v. Magic Mountain, LLC*, Case Number 20STCV24625; *Turner v. Magic Mountain, LLC*, Case Number 22STCV23450; *Petties v. Magic Mountain, LLC*, Case Number 22SCV09872. These Actions have been consolidated with the lead case being *Hamilton, et al. v. Magic Mountain, LLC*, Case Number 20CV366750.
- 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 a person employed by MM in California and classified as a non-exempt employee who worked for MM during the PAGA period.
- 1.5 “Class” means all persons who have been, or currently are, employed by MM and who held, or hold, job positions which MM has classified as “non-exempt” employees in the State of California during the Class Period.
- 1.6. “Class Counsel” means Bradley/Grombacher LLP; James Hawkins APLC; Lavi & Ebrahimi LLP and Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection the Action.
- 1.8. “Class Data” means Class Member identifying information in MM’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

- 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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from September 20, 2015, through October 15, 2024.
- 1.13. "Class Representative" means the named Plaintiffs Brittany Hamilton, Chris Watson, Jasmine Turner, and Tanisha Petties.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Los Angeles.
- 1.16. "Defense Counsel" means DLA Piper LLP (US).
- 1.17. "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.
- 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. "Gross Settlement Amount" or "GSA" means Three Million Dollars and Zero Cents (\$3,000,000.00) which is the total amount MM agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.22. "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.
- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. "MM" means Defendant Magic Mountain LLC.
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.31. "PAGA Aggrieved Employees" means all current and former non-exempt employees who worked for MM in California at any time during the "PAGA Period."
- 1.32. PAGA Aggrieved Employees Payment Calculation: Payments from the PAGA Amount (i.e., the 25% of the amount set aside as PAGA penalties) will be paid based on the number of pay periods worked by each PAGA Aggrieved Employee during the "PAGA Period" (if any).
- 1.33. "PAGA Notices" mean Plaintiff Hamilton's September 18, 2019 letter to MM, Plaintiff Turner's July 20, 2022, letter, Plaintiff Petties' March 12, 2022 letter and Plaintiff Watson's June 24, 2020, letter and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for MM for at least one day during the PAGA Period.

- 1.35. "PAGA Period" means September 20, 2018, through the October 15, 2024.
- 1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$12,500.00) to the Aggrieved Employees and 75% (\$37,500.00) to the LWDA in settlement of PAGA claims.
- 1.37. PAGA Released Claims: PAGA Aggrieved Employees (whether or not they opt out of the Class) who worked for Defendant in California at any point during the PAGA Period shall release the Released Parties for any right or claim for damages, unpaid wages, statutory penalties, or civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq., arising under the California Labor Code or Wage Orders based on the facts alleged in the Complaints and PAGA Notices, including claims for unpaid wages and penalties, but not limited to: any alleged failure by Defendant (1) to pay wages owed including, but not limited to, reporting time pay; (2) to provide meal breaks pursuant to Labor Code §§ 200, 226.7, and 512; (3) to provide rest breaks pursuant to Labor Code §§ 200, 226.7, and 512; (4) to furnish an accurate itemized wage statement upon payment of wages pursuant to Labor Code § 226; (5) to timely pay earned wages during employment pursuant to Labor Code § 204; (6) to pay all wages owed at termination pursuant to California Labor Code §§ 201, 202, and 203; (7) to indemnify necessary business expenses pursuant to Labor Code § 2802; (8) to pay overtime wages pursuant to Labor Code §§ 510, 1194, 1198 and IWC Wage Order 10-2001; (9) to keep employee records pursuant to California Labor Code § 1174; (10) to provide personnel files pursuant to California Labor Code § 1198.5; or (11) to pay minimum wages pursuant to California Labor Code §§ 1194 and 1197.
- 1.38. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. "Plaintiffs" mean Brittany Hamilton, Chris Watson, Jasmine Turner, Tanisha Petties, the named plaintiffs in the Action.
- 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement
- 1.42. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 1.37 above and set forth in Paragraph 6.3 below.
- 1.44. "Released Parties" means: MM and (i) its past, present, and future direct and indirect parents, subsidiaries, predecessors, successors, sister and other associated or related companies and businesses, members, attorneys, affiliates, insurers, third party administrators, and assigns; (ii) regarding MM and all of the foregoing in item (i),

each of their respective past, present, and future shareholders, officers, directors, members, managers, owners, partners, principles, employees, agents, servants, insurers, third party administrators, attorneys, representatives, and assigns; (iii) any other persons, firms, or companies in privity with MM or any of the foregoing in items (i) and (ii) or who might be liable for the claims released by this Agreement; and (iv) for the avoidance of doubt, the predecessors and successors of MM and the entities and persons set forth in items (i), (ii), and (iii); and for the further avoidance of doubt each of its and their former and present and future directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and related entities.

- 1.45. "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.
- 1.46. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees 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. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired.
- 1.47. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48. "Workweek" means any week during which a Class Member worked for MM for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On September 18, 2019, Plaintiff Hamilton gave notice to MM and the LWDA of her intention to file or amend a pleading to add claims under PAGA. On September 20, 2020, Plaintiff Hamilton filed a wage and hour Complaint against MM in Los Angeles County Superior Court, case number 19STCV33427, alleging causes of action for: Failure to Lawful Wages, Failure to Furnish Accurate Itemized Wage Statements; Failure to Timely Pay Wages in violation of California Labor Code §§ 201, 202, 203, 204, 226, 1024.5, 1198 and Bus & Prof Code §§17200 *et seq.* Plaintiff Hamilton also alleged Violation of FCRA 15 USC §1681(b) *et seq.*, ICRAA California Civil Code § 1786 *et seq.* and CCRAA California Civil Code § 1785 *et seq.* in conducting employment-related background checks.
- 2.2. On November 25, 2019, Plaintiff Hamilton filed a First Amended Complaint adding a claim under PAGA.
- 2.3. On June 26, 2020, Plaintiff Watson commenced this Action by filing a Complaint in the Los Angeles County Superior Court, case number 20STCV24625, alleging causes of action against MM for Failure to Pay All Wages; Meal Breaks in Violation of California

- Labor Code §§ 200, 226.7, 512; Rest Breaks in Violation of California Labor Code §§ 200, 226.7, 512; Failure to Pay All Wages Owed at Termination in Violation of California Labor Code §203; Failure to Reimburse Expenses in Violation of California Labor Code §2802; Violations of California Business & Professions Code §§ 17200, *et seq.*
- 2.4. On August 14, 2020, Plaintiff Watson filed a First Amended Complaint adding a cause of action against MM for Penalties Pursuant to California Labor Code §§ 2698-2699, *et. seq.*
- 2.5. On July 20, 2022, Plaintiff Turner filed a class action complaint against MM in the Los Angeles County Superior Court, case number 22STCV23450, alleging causes of action for: (1) Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code Sections 1194 and 1197; (2) Failure to Pay Overtime Wages for Daily Overtime Worked in Violation of Labor Code Sections 510 and 1194; (3) Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7; (4) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7; (5) Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204; (6) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226; (7) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, and 203; and (8) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, *et seq.*
- 2.6. On October 21, 2022, Plaintiff Turner filed a second class action complaint against MM in the Los Angeles County Superior Court, case number 22STCV34095, alleging a single cause of action for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698, *et seq.*
- 2.7. On March 21, 2022, Plaintiff Petties filed a class action complaint against MM, in the Los Angeles County Superior Court, case number 22STCV09872, alleging causes of action for: Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. On May 23, 2022, Plaintiff Petties filed a first amended complaint alleging an additional cause of action under PAGA.
- 2.8. MM denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all wrongdoing and liability for the allegations and causes of action alleged.
- 2.9. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to MM and the LWDA by sending the PAGA Notices.
- 2.10. The Parties participated in mediation before Mariam Zadeh and on December 19, 2022

and April 5, 2023. The Parties participated in a third all-day mediation presided over by the Honorable Peter Lichtman on July 17, 2024.

- 2.11. Prior to mediation, Plaintiff obtained, through formal and informal discovery, documents relating to MM's policies and practices, as well as extensive time data, payroll data, and wage statements. Plaintiff's investigation was 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*").
- 2.12. The Court has not yet ruled on class certification.
- 2.13. The Parties represent that they are aware of one other pending matter or action asserting claims that will be extinguished or affected by the Settlement: *Brandon Foley v. Magic Mountain, LLC*, Los Angeles Superior Court Case No. 24STCV02177.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 4.1 or 9 below, MM promises to pay Three Million Dollars and Zero Cents (\$3,000,000.00) and no more to the Claims Administrator 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. MM has no obligation to pay the Gross Settlement Amount (or any payroll 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 to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to MM.
- 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 Plaintiffs: Class Representative Service Payments to the Class Representatives Brittany Hamilton, Chris Watson, Jasmine Turner, and Tanisha Petties of not more than \$10,000 each for a total of \$40,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). MM will not oppose Plaintiffs' requests for Class Representative Service Payments that do 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. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment and agree to indemnify the Released Parties from all tax and/or other liability (including, but not limited to, fines, penalties, interest, fees including attorneys' fees, and costs) arising from or relating the payments described in Paragraph 3.2.1 and/or imposed by the Internal Revenue

Service, the State of California, or any other taxing agency or tribunal as a result of the lack of tax withholdings on the payment described in this Paragraph.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the GSA or (\$1,050,000) and a Class Counsel Litigation Expenses Payment of not more than \$ 45,000. MM will not oppose requests for these payments provided that 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. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$99,950.00 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 \$99,950.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 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. One-third 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. The remaining two-thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., 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 by the Administrator. 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. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.4.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.4.4. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (\$12,500.00) by the total number of PAGA Period Pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.5. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Escalator. Based on a review of its records to date, MM estimates there are approximately 841,419 workweeks in California during the Class Period. If it is determined that the number of workweeks worked by Class Members Employees in California during the Class Period exceeds that amount by more than 10%, then MM will have the option to either: (1) supplement the GSA in an amount which mirrors the increase in overall workweek above the 10% threshold (i.e. if the number of work weeks increase by 15% then MM must increase the GSA by 5%) or (2) shorten the Class Period to end of the date that the workweek count does not exceed 841,419.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, MM will simultaneously 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. MM has a continuing duty to immediately notify Class Counsel if it discovers 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 MM must send the Class Data to the Administrator, the Parties, by and through their respective 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. MM shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay MM's share of payroll taxes

by transmitting the funds to the Administrator no later than thirty (30) business days after the Effective Date.

- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after MM 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 Payments. 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 the Individual PAGA Payments.
- 4.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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 Settlement 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 Non-Participating Class Members who qualify as 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.6. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding addresses. Within seven (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 Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.7. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (which shall be One Hundred and Twenty Days from issuance) the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.8. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate MM to confer any additional benefits or make any additional payments to

Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS.** Effective on the date when MM fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and Class Members will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. Plaintiffs, for themselves and for and on behalf of all of their respective former, present, and future spouses, personal and legal or other representatives, agents, attorneys, heirs, beneficiaries, executors, administrators, trustees, attorneys-in-fact, insurers, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims lawsuits, complaints, grievances, charges, liabilities, rights, demands, actions, causes of action, debts, sums of money, penalties, liens, damages of any kind or character, judgments, executions, contracts, agreements, warranties, expert and attorneys' fees and costs and expenses, and liabilities and losses of whatever nature, whether in contract or in tort, whether in law or in equity, whether arising under or by virtue of any statute or regulation or the common law, whether known or unknown, and whether or not heretofore asserted, that were, or reasonably could have been brought based on the facts alleged in the Action; and (b) all PAGA claims that were, or reasonably could be, brought based on facts alleged in the Action and Plaintiffs' respective PAGA Notices. ("Plaintiffs' Release.") Plaintiffs' 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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and for and on behalf of all of their respective former, present, and future spouses, personal and legal or other representatives, agents, attorneys, heirs, beneficiaries, executors, administrators, trustees, attorneys-in-fact, insurers, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably

could have been alleged, based on the facts alleged in or ascertained in the course of the Action, including, but not limited to, any alleged failure by MM: (1) to pay wages owed including, but not limited to, reporting time pay; (2) to provide meal breaks pursuant to Labor Code §§ 200, 226.7, and 512; (3) to provide rest breaks pursuant to Labor Code §§ 200, 226.7, and 512; (4) to furnish an accurate itemized wage statement upon payment of wages pursuant to Labor Code § 226; (5) to timely pay earned wages during employment pursuant to Labor Code § 204; (6) to pay all wages owed at termination pursuant to California Labor Code §§ 201, 202, and 203; (7) to indemnify necessary business expenses pursuant to Labor Code § 2802; (8) to pay overtime wages pursuant to Labor Code §§ 510, 1194, 1198 and IWC Wage Order 10-2001; (9) to keep employee records pursuant to California Labor Code § 1174; (10) to provide personnel files pursuant to California Labor Code § 1198.5; (11) to pay minimum wages pursuant to California Labor Code §§ 1194 and 1197; and (12) any right or claim for unfair business practices pursuant to California Business & Professions Code § 17200, et seq., based on the alleged failures set forth in (1) through (11) above; or (13) any right or claim for penalties pursuant to Labor Code §§ 2698-2699 et seq. 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, workers' compensation, or claims based on facts occurring outside the Class Period.

- 6.3 Release by Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and for and on behalf of all of their respective former and present and future spouses, personal and legal or other representatives, agents, attorneys, heirs, beneficiaries, executors, administrators, trustees, attorneys-in-fact, insurers, successors, and assigns, generally release and discharge all, the Released Parties from all claims for PAGA Penalties arising from claims alleged or that reasonably could have been alleged, based on the facts stated in the Action and the PAGA Notices and ascertained in the course of the Action, including, but not limited to any alleged failure by MM: (1) to pay wages owed including, but not limited to, reporting time pay; (2) to provide meal breaks pursuant to Labor Code §§ 200, 226.7, and 512; (3) to provide rest breaks pursuant to Labor Code §§ 200, 226.7, and 512; (4) to furnish an accurate itemized wage statement upon payment of wages pursuant to Labor Code § 226; (5) to timely pay earned wages during employment pursuant to Labor Code § 204; (6) to pay all wages owed at termination pursuant to California Labor Code §§ 201, 202, and 203; (7) to indemnify necessary business expenses pursuant to Labor Code § 2802; (8) to pay overtime wages pursuant to Labor Code §§ 510, 1194, 1198 and IWC Wage Order 10-2001; (9) to keep employee records pursuant to California Labor Code § 1174; (10) to provide personnel files pursuant to California Labor Code § 1198.5; or (11) to pay minimum wages pursuant to California Labor Code §§ 1194 and 1197.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals, if any.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f) (2); (ii) a draft proposed Order Granting Preliminary Approval of Class Action PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Laor Vode section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1), this Agreement (Labor Code section 2600, subd. (l)(2); and all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are aware of only one other pending matter or action asserting claims that will be extinguished or affected by the Settlement: Brandon Foley v. Magic Mountain, LLC, Los Angeles Superior Court Case No. 24STCV02177.

7.2 Responsibilities of Parties. Plaintiffs and MM, by and through their respective Counsel, are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; 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 to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties, by and through their respective Counsel, will expeditiously work together 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, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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 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.

- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3 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.
- 8.4 Notice to Class Members.
- 8.4.1 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, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (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 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 payable to the Class Member and/or 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.
- 8.4.3 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.
- 8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) 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.
- 8.4.5 If the Administrator, MM 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 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.

8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (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 the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
 - 8.5.2 The Administrator may not reject a timely 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.
 - 8.5.3 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 Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
 - 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment nor have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class

Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks 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 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 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 Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) 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).

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

8.8 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.

8.8.1 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 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.

8.8.2 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 untimely or otherwise invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 8.8.3 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, challenges to Workweeks received and/or Pay Periods 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.
 - 8.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
 - 8.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are 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 from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff is responsible for filing the Administrator’s declaration(s) in Court.
 - 8.8.6 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. Plaintiff is responsible for filing the Administrator's declaration in Court.
9. **MM’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, MM may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if MM withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, MM will remain responsible for paying all Settlement Administration Expenses incurred to

that point. MM 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.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. The Parties, by and through their respective 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.

10.1 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.

10.2 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 Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, 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.

10.4 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 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. A Judgment by which the Court awards a Class Representative Service Payment or any payments to Class Counsel that is less than the amounts described in

this Agreement shall not constitute a Judgment inconsistent with the terms and conditions of this Agreement within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10.5 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. 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.

11. **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.

12. **ADDITIONAL PROVISIONS.**

12.1 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 MM that any of the allegations in the Operative Complaint have merit or that MM or any other of the Released Parties has committed any wrongdoing or has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that MM's defenses in the Action 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, MM reserves the right to contest certification of any class for any reasons, and MM reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest MM's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action 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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs agree that, until the Motion for Preliminary Approval of Settlement is filed, they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, either individually or through their respective Counsel, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or

subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs agree to immediately notify MM of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their employees, either individually or through their respective Counsel, will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. 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.
- 12.4 Integrated Agreement. Upon execution by all Parties, 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.
- 12.5 Attorney Authorization. Plaintiffs and MM separately warrant and represent that Class Counsel and Defense Counsel are authorized by Plaintiffs and MM, 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.
- 12.6 Cooperation. The Parties, by and through their respective 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 a mediator and/or the Court for resolution.
- 12.7 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither the Parties nor their respective 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.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.
- 12.11 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.
- 12.12 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.
- 12.13 Confidentiality and Survival. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. In addition, the other provisions in this Agreement normally expected to survive the execution hereof shall survive its execution.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by MM in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from MM unless, prior to the Court's discharge of the Administrator's obligation, MM makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 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.
- 12.16 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.
- 12.17 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 Plaintiffs:

Kiley Grombacher
Bradley/Grombacher LLP
31365 Oak Crest Dr.,
Suite 240
Westlake Village, CA 91361
(805)270-7100
kgrombacher@bradleygrombacher.com
Isandra Fernandez
Lance Dacre
9880 Research Drive, Suite 200
Irvine, CA 92618
(949) 387-7200
lance@jamehawkinapl.com
isandra@jameshawkinsapl.com

Kane Moon
Allen Feghali
Julie Oh
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017
(213) 232-3128
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
joh@moonlawgroup.com

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd. Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com

To MM:

Steve L. Hernández
DLA Piper
2000 Avenue of the Stars Suite 400
North Tower
Los Angeles, California 90067-4735
steve.hernandez@dlapiper.com
(310) 595-3227

- 12.18 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.
- 12.19 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 that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, Plaintiffs and MM have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 3/17/2025

DocuSigned by:

85235ED889334CF...
Plaintiff Brittany Hamilton

Dated: _____

Plaintiff Chris Watson

Dated: _____

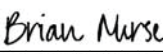
Plaintiff Jasmine Turner

Dated: 3/10/2025

DocuSigned by:

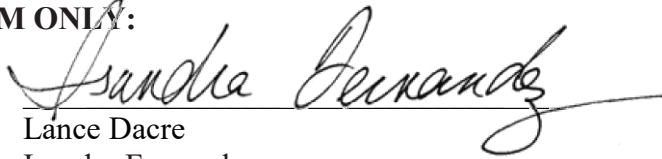
35D652FFF72D432
Plaintiff Tanisha Petties

Dated: 3/7/2025

Defendant Magic Mountain LLC.
Signed by:
By: 
12C487392C4B495...
Its: Chief Legal & Compliance Officer

APPROVED AS TO FORM ONLY:

Dated: 3/17/25


Lance Dacre
Isandra Fernandez
James Hawkins APLC
Attorney for Plaintiffs

Dated: _____

Kiley Grombacher
Bradley/Grombacher LLP
Attorney for Plaintiffs

Dated: _____

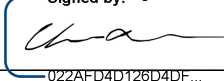
Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian LLP
Attorney for Plaintiffs

IN WITNESS WHEREOF, Plaintiffs and MM have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____

Plaintiff Brittany Hamilton

Dated: 3/11/2025

Signed by:


022AFD4D126D4DF...
Plaintiff Chris Watson

Dated: _____

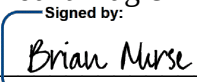
Plaintiff Jasmine Turner

Dated: _____

Plaintiff Tanisha Petties

Defendant Magic Mountain LLC.

Dated: 3/7/2025

Signed by:
By: 

12C487392C4B495...
Its: Chief Legal & Compliance Officer

APPROVED AS TO FORM ONLY:

Dated: _____

Lance Dacre
Isandra Fernandez
James Hawkins APLC
Attorney for Plaintiffs

Dated: _____

Kiley Grombacher
Bradley/Grombacher LLP
Attorney for Plaintiffs

Dated: _____

Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian LLP
Attorney for Plaintiffs

IN WITNESS WHEREOF, Plaintiffs and MM have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____
Plaintiff Brittany Hamilton

Dated: _____
Plaintiff Chris Watson

Dated: 03/10/2025
Jasmine Turner
Plaintiff Jasmine Turner

Dated: _____
Plaintiff Tanisha Petties

Defendant Magic Mountain LLC.
Signed by:
Dated: 3/7/2025 By: *Brian Nurse*
12C487392C4B495...
Its: Chief Legal & Compliance Officer

APPROVED AS TO FORM ONLY:

Dated: _____
Lance Dacre
Isandra Fernandez
James Hawkins APLC
Attorney for Plaintiffs

Dated: _____
Kiley Grombacher
Kiley Grombacher
Bradley/Grombacher LLP
Attorney for Plaintiffs

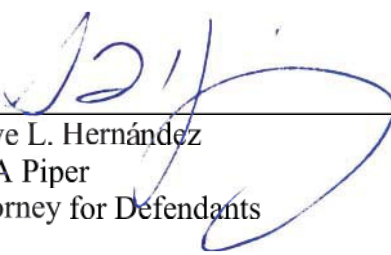
Dated: 03/11/2025
Joseph Lavi
Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian LLP
Attorney for Plaintiffs

Dated: 03/10/2025



Kane Moon
Allen Feghali
Julie Oh
Moon Law Group
Attorney for Plaintiffs

Dated: 3/10/25



Steve L. Hernández
DLA Piper
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