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TOUCHSTONE CLIMBING INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CHRISTINA PERKINS, on behalf of herself and all others similarly situated, Plaintiff, vs. TOUCHSTONE CLIMBING INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 23CV029864 Hon. Judge Patrick McKinney Dept. 18 **JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS AND PAGA ACTION** Action Filed: 3/23/2023 Trial Date: None set

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This Class Action Settlement Agreement and Release of Claims is entered into by and between Plaintiff Christina Perkins ("Plaintiff"), individually and on behalf of all others similarly situated, and on behalf of the State of California, on the one hand, and Defendant Touchstone Climbing Inc. ("Defendant"), on the other, (collectively, "Parties") and is approved by the Parties' respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. DEFINITIONS

1. "Action" or "Lawsuit" means and refers to the case entitled *Perkins v. Touchstone Climbing Inc.* Alameda County Superior Court, Case No. 23CV029864.

2. "Administrator" means and refers to ILYM Group, Inc., the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

3. "Administration Costs" means the costs payable from the Settlement Amount to the Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Administration Costs shall be paid from the Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement.

4. "Aggrieved Employee(s)" means all current and former hourly-paid or non-exempt employees employed by Defendant in California at any time during the PAGA Period.

5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

6. "Class" is defined all current and former hourly-paid or non-exempt employees employed by Defendant in California at any time during the Class Period.

7. "Class Member(s)" refers to individual members of the Class.

8. "Class Counsel" refers to Shaun Setareh, Bradey Fagnani, Victoria Mas, and Victoria

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Magali of Setareh Law Group.

9. "Class Data" means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Administrator on one spreadsheet which shall include, for each Class Member, the individual's full name, last known address, Social Security Number, total Weeks Worked as a Class Member during the PAGA Period and the Class Period.

10. "Class Period" is deemed to be any time during the period of March 23, 2019, through the date the court grants preliminary approval, inclusive.

11. "Class Representative" or "Plaintiff" means and refers to Plaintiff Christina Perkins.

12. "Complaint" refers to the First Amended Complaint filed in the Action.

13. "Court" (or "Judge") means the California Superior Court, County of Alameda.

14. "Defendant" means and refers to Touchstone Climbing Inc.

15. "Defendant's Counsel" or "Defense Counsel" means and refers to Jade Butman of O'Hagan Meyer.

16. "Effective Date" means the latest of the following dates: (i) if no Class Member timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date of the Court's Notice of Entry of Order regarding Final Approval of the Settlement; (ii) if a Class Member intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

17. "Escalator Clause:" The GSA was calculated based on Defendant's estimated number of Class Members, Workweeks during the period from March 23, 2019, to December 3, 2025, and PAGA Pay Periods during the period from March 23, 2022, to December 3, 2025. If, during the course of this Settlement process, the total number of Workweeks during the Class Period exceeds 100,856 by more than 10% (i.e. if the total number of Workweeks during the Class Period is greater

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than 110,942 Workweeks), then Defendant shall have the option of making a proportional increase to the GSA or adjusting the release period so that the end date coincides with a time when only 110,942 workweeks will be released by the Class Members. For example, if the final number of total Workweeks during the Class Period is 11% more than the estimated number of Workweeks in the Class Period, then Defendant will have the option to either increase the GSA by 1% or to adjust the end date of the release period to a date when the released Workweeks will be no greater than 110,942. These are material representations for the Parties to enter into this Settlement.

18. "Final Approval" refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties.

19. "Individual Class Payment" refers to each Participating Class Member's share of the Net Settlement Amount, as further discussed in Paragraph 49(c) below.

20. "Individual PAGA Payment" refers to each Aggrieved Employee's share of the PAGA Penalties, as further discussed in Paragraph 49(h) below.

21. "Net Settlement Amount" is the Settlement Amount less the Attorneys' Fees and Costs Award (defined in Paragraph 49(f) below), the Service Payment to the Class Representative as awarded by the Court, the Administration Costs, and PAGA Penalties.

22. "Notice" means the notice of proposed class and PAGA action settlement mutually agreed upon by the Parties and approved by the Court that will be sent to the Class Members, and which will advise each Class Member of the settlement and their estimated Individual Class Payment and Individual PAGA Payment and will further advise of the setting of a Final Approval Hearing, substantially in the form attached hereto as **Exhibit A**.

23. "Response Deadline" is 30 calendar days from the date the Notice is mailed to the Class Members.

24. "Objecting Class Member" means a Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 70(c) below.

25. "PAGA Penalties" means the amount that the Parties have agreed to pay to the Labor

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and Workforce Development Agency ("LWDA") in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well as the Individual PAGA payment allocated to each Aggrieved Employee.

26. "PAGA Period" is deemed to be any time during the period of March 23, 2022, through the date the court grants preliminary approval, inclusive.

27. "Participating Class Member" means any and all Class Members who are deemed to participate and receive an Individual Class Payment and do not opt-out by submitting timely and valid Requests for Exclusion.

28. "Parties" means Plaintiff and Defendant, collectively.

29. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement and enters the Preliminary Approval Order.

30. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a final approval hearing on the fairness of the terms of Settlement, including approval of Attorneys' fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiff's motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

31. "QSF" means the Qualified Settlement Fund set up by the Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and from which the settlement payments shall be made.

32. "Released Class Claims" or "Class Claims" by the Participating Class Members upon Final Approval of the Settlement will include the claims stated in the Complaint and those claims that reasonably could have been brought based upon the facts in the Complaint, including but not limited to: (a) failure to provide meal periods (California Labor Code sections 204, 223, 226.7, 512 and 1198); (b) failure to provide rest periods (California Labor Code sections 204, 223, 226.7 and

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1198); (c) failure to pay hourly wages (California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (d) failure to indemnify (California Labor Code section 2802); (e) failure to provide accurate written wage statements (California Labor Code section 226); (f) unfair competition (California Business and Professions Code section 17200, et seq.); (g) civil penalties pursuant to the Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et seq.); and, (h) all other claims for penalties based on the facts or claims alleged in the Complaint and those claims that reasonably could have been brought upon the facts of the Complaint. The Released Class Claims include but are not limited to claims pursuant to California Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1, 1198, 1199, 2698, et seq., and 2802; the applicable IWC Wage Order; Cal. Code of Regs., Tit. 8, section 11100; and Business and Professions Code sections 17200, et seq.; and Code of Civil Procedure section 1021.5. The time period governing the Released Class Claims shall be the Class Period.

33. "Released PAGA Claims" or "PAGA Claims" means any and all PAGA claims that Plaintiff alleged against the Released Parties, in her capacity as the proxy or agent of the LWDA, based on the facts stated in the relevant PAGA notice letters submitted to the LWDA, including all PAGA claims seeking civil penalties premised upon: (a) failure to provide meal periods (California Labor Code sections 204, 223, 226.7, 512 and 1198); (b) failure to provide rest periods (California Labor Code sections 204, 223, 226.7 and 1198); (c) failure to pay hourly wages (California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (d) failure to indemnify (California Labor Code section 2802); (e) failure to provide accurate written wage statements (California Labor Code section 226); (f) failure to timely pay final wages (California Labor Code sections 201, 202, and 203); (g) violations of Labor Code section 256; (h) violations of Labor Code section 1199; (i) all other claims for civil penalties pursuant to the Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et seq.). The Released PAGA Claims include but are not limited to claims pursuant to California Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 256, 510, 512, 1194, 1197, 1197.1, 1198, 1199, 2698, et seq., and 2802; the applicable IWC Wage Order; and Cal. Code of Regs., Tit. 8, section 11100. The time period governing the Released

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PAGA Claims shall be any time during the PAGA Period.

34. "Released Parties" means Defendant and its parents, subsidiaries, predecessors or successors by merger or otherwise, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing.

35. "Release" shall mean the release and discharge of (1) the Released Class Claims by Plaintiff and all Participating Class Members and their assignees; and, (2) the Released PAGA Claims by Plaintiff in her capacity as the proxy or agent of the LWDA.

36. "Release Period" shall be the time period governing the Released Class Claims, which shall be the same as the Class Period.

37. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 70(a) below.

38. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to Class Representative in addition to their Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

39. "Gross Settlement Amount" or "GSA" is $1,000,000.00, subject to increase only as to the Escalator Clause. With the exception of employer-side payroll taxes, the Settlement Amount shall be used to satisfy all of Defendant's liabilities arising from the Lawsuit and Settlement, which is inclusive of payments to the Participating Class Members, PAGA Penalties to the State and Aggrieved Employees, attorneys' fees and litigation costs, third party administrator ("Settlement Administrator") costs, service enhancement to the Class Representative, and interest. Defendant shall be required to separately pay the employers' share of payroll taxes due on the wage portion of the Individual Settlement Payments to the Participating Class Members, as further discussed in Paragraph 48(a) below. Defendant shall fund the GSA and the amounts necessary to fully pay Defendant's share of payroll taxes in three installments over the course of one year. The first payment of 50% of the GSA ($500,000) shall be paid within 14 days after notice of entry of judgment on an order granting final approval of this Settlement and that judgment is final, with the judgment being final as of the latest of the following occurrences: (a) if no participating Class

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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. The second payment of 25% of the GSA ($250,000) shall be paid within 6 months of the first payment. The third and final payment of 25% of the GSA ($250,000) shall be paid within 6 months of the second payment.

40. "Work Weeks" or "Weeks Worked" in the context of a Class Member means any and all work weeks during the Class Period during which the Class Member worked at least one day in California for Defendant. Likewise, in the context of Aggrieved Employees, it means any and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at least one day in California for Defendant.

B. GENERAL TERMS

41. On March 23, 2023, Plaintiff Perkins submitted her Notice Letter to the LWDA and Defendant in connection with the alleged PAGA violations.

41.a. On March 23, 2023, Plaintiff Perkins filed a putative class action complaint against Defendant in Alameda County Superior Court, alleging putative class claims, including: (a) failure to provide meal periods (California Labor Code sections 204, 223, 226.7, 512 and 1198); (b) failure to provide rest periods (California Labor Code sections 204, 223, 226.7 and 1198); (c) failure to pay hourly wages (California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (d) failure to indemnify (California Labor Code section 2802); (e) failure to provide accurate written wage statements (California Labor Code section 226); and (f) unfair competition (California Business and Professions Code section 17200, et seq.)

42. On July 18, 2023, after the LWDA declined to assert jurisdiction over the PAGA claims, Plaintiff filed the operative First Amended Complaint, adding an additional claim for civil penalties pursuant to the Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et seq.).

43. Defendant denies Plaintiff's claims and allegations and contends that the Action is not

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suitable for class certification.

44. The Class Representative believes she can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

45. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including all payroll and timekeeping records for Class Members from the beginning of the Class Period until a date immediately preceding the mediation. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

46. On December 3, 2025, Plaintiff and Defendant participated in a full-day mediation with Michael Young, a well-respected wage-and-hour mediator. At the conclusion of mediation, extensive arms-length negotiations, and after issuance of a mediator's proposal, the Parties reached an agreement and entered into this Settlement. The Parties entered into a Memorandum of Understanding on February 10, 2026, memorializing the material terms of the Settlement ("Memorandum of Understanding").

47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

48. Stipulation for Class Certification. For settlement purposes only, Defendant will stipulate that the Participating Class Members may be conditionally certified as a Class. This stipulation to

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certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights and declares that she will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. TERMS OF SETTLEMENT

49. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which will increase only if the Escalator Clause described at Paragraph 17 of this Agreement is implicated. Defendant also will be obliged to separately pay the employer's share of payroll taxes owed on the wage portion of the Individual Class Payments. Other than the employer's share of payroll taxes, the Settlement Amount is the maximum amount that will be paid by Defendant (subject to increase only if the Escalator Clause is implicated) and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The Net Settlement Amount shall be paid to Participating Class Members in full. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administration Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Participating Class Members.

(c) Calculation of Individual Class Payments: The Individual Class Payment for each Class Member will be calculated by the Administrator using the Class Data provided by

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Defendant as follows. Compensable work weeks will be all Weeks Worked by the Class Members during the Class Period. The dollars per compensable work week will be calculated by dividing the total Weeks Worked by Class Members into the Net Settlement Amount to determine a per workweek value ("Work week Value"). The Workweek Value will be multiplied by the number of Weeks Worked by a Participating Class Member during the Class Period to determine the distribution for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the Administrator shall proportionately increase the Individual Class Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

(d) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members will be allocated as follows: 20% will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and, 80% will be allocated for all other non-wage claims (pursuant to, e.g., Labor Code section 2802), statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226), and interest from which no taxes will be withheld. The Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the allocations to non-wage claims, penalties and interest.

(e) Service Payment to Class Representative: The amount, if any, awarded to the Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed $5,000, in exchange for the service that Plaintiff performed on behalf of the Class. Defendant agrees not to oppose this request. The Service Payment to the Class Representative will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form 1099 in connection with this payment and shall be solely and legally responsible to pay all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to the Class Representative less than the requested amount

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shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendant will not oppose an application to the Court for payment to Setareh Law Group ("Plaintiff's Counsel") in the amount of up to one-third (1/3) of the Gross Settlement Amount for attorneys' fees, currently estimated at Three Hundred Thirty-Three Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($333,333.33) ("Plaintiff's Counsel's Fees"), plus reimbursement for reasonable costs and expenses incurred by Plaintiff's Counsel ("Plaintiff's Counsel's Costs"). Any portion of Plaintiff's Counsel's Fees and/or Plaintiff's Counsel's Costs which are not approved by the Court will revert to the Net Settlement Amount.Defendant agrees to not oppose a request by Class Counsel for reasonable litigation costs not to exceed $20,000. Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(g) Administration Costs: The fees and other charges of the Administrator will be paid from the Settlement Amount, not to exceed $ 14,000 unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Administration Costs shall be paid from the increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all Parties and the Court.

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(h) PAGA Penalties: The Parties agree that $100,000 is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, $75,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorneys General Act of 2004 ("PAGA") and $25,000 (25%) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THISAGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, (AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE

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BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members and Aggrieved Employees will not have to make a claim in order to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to

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unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent same to the Court.

D. RELEASE BY PARTICIPATING CLASS MEMBERS

50. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount and the required employer-side payroll taxes, and except as to such rights or claims as may be created by this Agreement, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

51. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

52. Class Representative, on behalf of herself and the Class, acknowledges and agrees that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to her. Class Representative, on behalf of herself and the Class, acknowledges and agrees that Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as follows: "An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

E. RELEASE OF PAGA CLAIMS

53. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount and the required employer-side payroll taxes, Plaintiff – in her individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

54. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing

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the Released PAGA Claims.

55. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. RELEASE BY PLAINTIFF AND CLASS REPRESENTATIVE

56. Class Representative does hereby, for herself and her spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representative's employment with Defendant or the remuneration for or termination of such employment (the "Class Representative's Claims").

57. Without limiting the generality of the foregoing, this general release by Plaintiff includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), and the California Labor Code.

58. Plaintiff agrees that there is a risk that any injury that he or she may have suffered by reason of the Released Parties' relationship with him might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained.

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Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released Parties, and understands that by the execution of this Settlement Agreement no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time period from the beginning of time to the execution of this Settlement Agreement.

59. Plaintiff expressly waives and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

> 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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representative expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representative knew of, as well as all claims that she does not know or suspect to exist in her favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representative's Claims. Notwithstanding the above, the general release by Class Representative shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, claims for state disability benefits, or other claims that may not be released by law.

G. INTERIM STAY OF PROCEEDINGS

60. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action effective as of the

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date the Parties entered into that Memorandum of Understanding dated February 10, 2026, except such as is necessary to effectuate the Settlement.

H. NOTICE PROCESS

61. Appointment of Administrator. The Parties have agreed to the appointment of the Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Class Payment and Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

62. Disputes Regarding Administration. Any and all disputes relating to administration of the Settlement by the Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this Agreement.

63. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Administrator. The Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating

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with Class Members regarding the Action and Settlement.

64. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator shall provide an anonymized spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee. Under no circumstances will personally identifiable information (including names, addresses, account numbers and social security numbers) be disclosed to Class Counsel. The information will be anonymized, and a person's name shall be redacted and a control number used in place of the name. In the event that the total Workweeks worked by all Class Members triggers the Escalator Clause, the Administrator shall notify the Parties of the increased Settlement Amount, and related increased payments from the Settlement Amount, including increased Attorneys' Fees and Costs and any increased Administration Costs, all of which shall be subject to Court approval.

65. Notice. The Notice, as approved by the Court, shall be sent by the Administrator to the Class Members, by first class mail, in English, within ten (10) calendar days following the Administrator's receipt of the Class Data. The Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

66. Returned Notice Packets. The Administrator will take steps to ensure that the Notice is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Administrator learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Response Deadline or fifteen (15) days after the re-mailing of the Notice.

67. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned to Administrator by the Response Deadline that the Class Member received the Notice.

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68. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of their estimated Individual Class Payment and Individual PAGA Payment, as well as the number of weeks they worked during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they feel they should be credited with more Weeks Worked in the Class Period and/or PAGA Period in California than Defendant's records show by timely submitting evidence to the Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks and estimated Individual Class Payment and Individual PAGA Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a final decision. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

69. Declaration of Due Diligence. The Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

70. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Class Claims portion of the Settlement. The Notice will inform the Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion should state:

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"I WISH TO BE EXCLUDED FROM THE CLASS IN THE *PERKINS v. TOUCHSTONE CLIMBING INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT." To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Administrator at the specified address set forth in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive the Individual Class Payment under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and their counsel, including Defendant's respective members, member managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

(b) Binding Effect on Participating Class Members. All Participating Class Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement. Any Class Member, other than Plaintiff, who do not submit a valid and timely Request for Exclusion may object to the terms of this Agreement. To object, a Class Member shall inform the Administrator, in writing, of their objection

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which must be postmarked by the Response Deadline at the address set forth in the Notice. Such objection shall include the Objecting Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Class Member is represented by counsel, the name and address of their counsel. The Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or their counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

(d) Failure to Object. Any Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by an Objecting Class Member at least five (5) court days before the date of the Final Approval Hearing.

(f) Class Members will have until the Response Deadline to object or submit a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion

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were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

71. Defendant's Option to Terminate. If ten or more Class Members submit requests for exclusion, Defendant, at its sole option, may nullify the Settlement within fifteen (15) calendar days of learning that 10 or more of the Class Members timely and properly requested exclusion from the Settlement. Defendant shall bear all related expenses, including any applicable settlement administrator fees.

72. Funding of the Settlement Amount. Defendant shall fund the Settlement Amount in three payments as described in paragraph 39 of this Agreement. The first payment (plus the employer's share of the payroll tax obligations owed on the entire Settlement Amount) will be due to the Settlement Administrator within 15 days after the Effective Date. The second payment will be due six months later; and, the third and final payment will be due six months after the second payment.

73. Acceleration Clause. In the event that Defendant fails to make any payments outlined above within 7 calendar days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendant will then have seven (7) calendar days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendant fails to timely cure the late payment, all remaining balances shall immediately become due and payable.

74. Distribution of Funds.

(a) No later than ten (10) calendar days after the receipt of the first payment of $500,000 referenced in Paragraphs 39 and 72 above, the Settlement Administrator will issue the payment to Class Counsel for the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and will pay itself the Settlement Administration Costs according to the percentages and/or amounts set forth herein.

(b) No later than ten (10) calendar days after the receipt of the second payment of $250,000 referenced in Paragraphs 39 and 72 above, the Settlement Administrator will issue 50% of each Individual Class Payment to the Participating Class Members.

(c) No later than ten (10) calendar days after the receipt of the third and final payment of

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$250,000 referenced in Paragraphs 39 and 72 above, the Settlement Administrator will issue the remaining 50% of each Individual Class Payment to the Participating Class Members, and the entire Individual PAGA Payment to each Aggrieved Employee for PAGA Penalties.

75. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash each settlement check. If a check is not cashed within the 180-day period, the check will be voided, and a stop-payment will be issued. If the first installment is not cashed within 180 days, the Settlement Administrator will hold the funds in trust, pending a request by the recipient to have the payment reissued. However, once 180 days has passed after the second and final check is mailed to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall issue all unclaimed funds (from both installments) to the California State Controller's Office in the name of the Participating Class Member or Aggrieved Employee, unless practice and precedent in the Alameda courts requires the funds to go to a *cy pres* recipient. In that case, the Parties agree that Legal Aid Foundation of Los Angeles is an appropriate *cy pres* recipient, as and if necessary. The Release will be binding upon all Participating Class Members and Aggrieved Employees even if they do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement

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check.

I. DUTIES OF THE PARTIES PRIOR TO THE COURT'S APPROVAL

76. Promptly after execution of this Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following: (a) Approving as to form and content the proposed Notice;

(b) Directing the mailing of the Notice by first class mail to the Class Members;

(c) Preliminarily approving this Settlement;

(d) Preliminarily certifying the class for purposes of this Settlement;

(e) Advising the LWDA of the proposed Settlement; and

(f) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate.

J. DUTIES OF THE PARTIES FOLLOWING COURT'S FINAL APPROVAL

77. In connection with the Final Approval Hearing provided for in this Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

K. VOIDING THE AGREEMENT

78. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

79. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no

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further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

80. If the Settlement is voided or fails for any reason, any costs incurred by the Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

L. OTHER TERMS

81. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

82. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

83. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

84. No Prior Assignments. The Parties hereto represent, covenant, 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 rights released and discharged by this Agreement.

85. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken into

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account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiff, has determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

86. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Agreement. The stipulation for class certification aspart of this Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

87. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

***To the Class*:**
Shaun Setareh, Esq.
Bradley Fagnani, Esq.
Victoria Mas, Esq.
Victoria Magali, Esq.
shaun@setarehlaw.com
bradley@setarehlaw.com
vmas@setarehlaw.com
vmagali@setarehlaw.com
SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
Beverly Hills, California 90210
Phone: (310) 888-7771

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***To Defendant*:**
Jade Butman, Esq.
jbutman@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, California 92660
Phone: (949) 519-2080

88. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

89. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

90. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

91. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

92. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or

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written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

93. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

94. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

95. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

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

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Dated: 9/16/2026 By: Christina Perkins
ID RxfQt177pK6zpWpA3sS73tbp
Christina Perkins, Plaintiff
Individually and on behalf of the Class

Dated: _____ By: _____
Mark Melvin, President
On behalf of Defendant
Touchstone Climbing Inc.

APPROVED AS TO FORM:

SETAREH LAW GROUP

Dated: 9/16/2026 By: _____
ID qydFdnKdj8JVUrG2MtkgtSqw
Shaun Setareh

Attorneys for Plaintiff Christina Perkins

O'HAGAN MEYER

Dated: 9.16.2026 By: Jade Butman
Jade Butman

Attorneys for Touchstone Climbing Inc.

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Dated: 9/16/2026 By: Christina Perkins
ID RxfQt177pK6zpWpA3sS73tbp
Christina Perkins, Plaintiff
Individually and on behalf of the Class

Dated: Sep 16, 2026 By: _____
Mark Melvin, President
On behalf of Defendant
Touchstone Climbing Inc.

APPROVED AS TO FORM:

SETAREH LAW GROUP

Dated: 9/16/2026 By: _____
ID qydFdnKdj8JVUrG2MtkgtSqw
Shaun Setareh

Attorneys for Plaintiff Christina Perkins

O'HAGAN MEYER

Dated: _____ By: _____
Jade Butman

Attorneys for Touchstone Climbing Inc.

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EXHIBIT A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Perkins, Christina v. Touchstone Climbing Inc., et al
Superior Court of the State of California, Alameda County
Case No. 23CV029864

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval because Touchstone Climbing Inc. ("Defendant") records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former employees of Touchstone Climbing Inc., who worked at least one shift in California from March 23, 2019 through *[INSERT PRELIM. APP. HEARING DATE], or when the total workweeks worked by the Class reaches 110,942, whichever is later*].

On _____, the Honorable Patrick McKinney of the Superior Court of California for the County of Alameda granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement**, which is estimated to be <<estAmount>>.**[1]]

[1] By law, under the Private Attorneys General Act ("PAGA") before it was reformed, the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Aggrieved Employees. The State receives 75% of the net settlement amount and the PAGA Aggrieved Employees receive 25% of the net settlement (to be allocated on a pro rata basis). Each PAGA Aggrieved Employee will receive a pro rata share of the 25% of the net settlement based on their eligible pay periods relative to the total eligible pay periods of all PAGA Aggrieved Employees ("Individual PAGA Payment"). You worked <<**PayPeriods**>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**PayPeriods**>>. Therefore, your Individual PAGA Payment is **<<CheckAmount>>.**

IF YOU STILL WORK FOR TOUCHSTONE CLIMBING INC. PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

What Is This Case About?

Christina Perkins was an employee of Touchstone Climbing Inc. ("Defendant"). She is the "Plaintiff" in this case and is suing Defendant on behalf of herself and all Class Members. Plaintiff sued Defendant, asserting causes of action for (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages; (4) failure to indemnify; (5) failure to provide accurate written wage statements; (6) unfair competition; and, (7) civil penalties pursuant to PAGA.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiffs' claims or Defendant's defenses thereto.

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendant asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that Touchstone Climbing Inc. has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On December 3, 2025, the Parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 18 of the Superior Court of California for the County of Alameda, located in the Administration Building at 1221 Oak Street, Oakland, California 94612. You are not required to attend the Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Shaun Setareh
Bradley Fagnani
Victoria Mas
Victoria Magali
SETAREH LAW GROUP
(310) 888-7771
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for $1,000,000.00 ("Maximum Settlement Amount").

The Maximum Settlement Amount includes: (1) Individual Class Payments to Participating Class Members; (2) a $5,000 service payment to the Representative Plaintiff for her time and effort in pursuing this case, subject to Court approval; (3) Settlement Administration Costs; (4) $75,000 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of the $100,000 allocated to PAGA penalties); (5) an aggregate of $25,000 to alleged PAGA Aggrieved Employees (or 25% of the $100,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to $333,333.33 in attorneys' fees and up to $20,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately [$_____] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by Touchstone Climbing Inc. *outside* of the Maximum Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Class Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Class Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in

Defendant's possession, custody or control.[2] Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.

c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payments.

d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Perkins, Christina v. Touchstone Climbing Inc., et al* Settlement Administrator, c/o _____ no later than 30 days after the date this Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval was mailed to you.[3]

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than _____. **DO NOT SEND ORIGINALS;**

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[2] Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

[3] Unless the 15th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Class Payment will be allocated to alleged unpaid wages, and 80% will be allocated to penalties and interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Class Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Class Payment and Individual PAGA Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against the Released Parties for the Release Period.

The Released Claims are defined as:

> [T]he claims stated in the Complaint and those claims that reasonably could have been brought based upon the facts in the Complaint, including but not limited to: (a) failure to provide meal periods (California Labor Code sections 204, 223, 226.7, 512 and 1198); (b) failure to provide rest periods (California Labor Code sections 204, 223, 226.7 and 1198); (c) failure to pay hourly wages (California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (d) failure to indemnify (California Labor Code section 2802); (e) failure to provide accurate written wage statements (California Labor Code section 226); (f) unfair competition (California Business and Professions Code section 17200, et seq.); (g) civil penalties pursuant to the Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et seq.); and, (h) all other claims for penalties based on the facts or claims alleged in the Complaint and those claims that reasonably could have

> been brought upon the facts of the Complaint. The Released Class Claims include but are not limited to claims pursuant to California Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1, 1198, 1199, 2698, et seq., and 2802; the applicable IWC Wage Order; Cal. Code of Regs., Tit. 8, section 11100; and Business and Professions Code sections 17200, et seq.; and Code of Civil Procedure section 1021.5. The time period governing the Released Class Claims shall be the Class Period.

The Released PAGA Claims include:

> [A]ny and all PAGA claims that Plaintiff alleged against the Released Parties, in her capacity as the proxy or agent of the LWDA, based on the facts stated in the relevant PAGA notice letters submitted to the LWDA, including all PAGA claims seeking civil penalties premised upon: (a) failure to provide meal periods (California Labor Code sections 204, 223, 226.7, 512 and 1198); (b) failure to provide rest periods (California Labor Code sections 204, 223, 226.7 and 1198); (c) failure to pay hourly wages (California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (d) failure to indemnify (California Labor Code section 2802); (e) failure to provide accurate written wage statements (California Labor Code section 226); (f) failure to timely pay final wages (California Labor Code sections 201, 202, and 203); (g) violations of Labor Code section 256; (h) violations of Labor Code section 1199; (i) all other claims for civil penalties pursuant to the Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et seq.). The Released PAGA Claims include but are not limited to claims pursuant to California Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 256, 510, 512, 1194, 1197, 1197.1, 1198, 1199, 2698, et seq., and 2802; the applicable IWC Wage Order; and Cal. Code of Regs., Tit. 8, section 11100. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

Released Parties means Defendant Touchstone Climbing Inc. and any other person or entity associated with Defendant, present, future, or former, known or unknown, including, but not limited to any of Defendant's parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other.

The "Release Period" is the period from March 23, 2019 through [*[INSERT PRELIM. APPROV. DATE], or when the total workweeks worked by the Class reaches 110,942, whichever is later*]. The "PAGA Release Period" is the period from March 23, 2022, through the end date of the Release Period.

Option 2 – *Opt-Out of the Settlement*

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator, in writing, not later than [date], that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written "Request for Exclusion from The Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than _____. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *PERKINS, CHRISTINA V. TOUCHSTONE CLIMBING INC.* LAWSUIT."

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Perkins, Christina v. Touchstone Climbing Inc., Settlement Administrator
c/o ILYM Group, Inc.
_____
_____
Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA[4]; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – *File an Objection to the Settlement*

[4] By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Touchstone Climbing Inc. in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Perkins, Christina v. Touchstone Climbing Inc.* Alameda County Case Number No. 23CV029864 .

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____. in Department 18 of the Superior Court of California for the County of Alameda located in the Administration Building at 1221 Oak Street, Oakland, California 94612, and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Class Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the Settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation, and other papers filed in this case, which may be inspected online or in-person using the below methods:

The Settlement Administrator maintains a settlement website at [www._____.com], where you can view the PAGA notice letter, the pleadings filed in this Action, the papers filed in support of the motion for preliminary approval, this Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval, and a calendar of key deadlines in the Settlement.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

All questions by Class Members regarding this Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.