

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiff Gabriel Ahmad (“Plaintiff”) and Defendant Belami, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant as “Parties,” or individually as “Party”.

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Ahmad v. Belami, Inc., et al* initiated by Plaintiff on May 15, 2024, as amended, and pending in the Superior Court of the State of California, County of Sacramento (Case No. 24CV009564).
2. “Administrator” means CPT Group Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
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.
4. “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
5. “Class” or “Settlement Class” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period. The Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement.
6. “Class Counsel” means Justice Law Corporation.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means Class Members’ identifying information in Defendant’s possession, including the Class Member’s: (a) full name; (b) last-known mailing address and telephone numbers; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.
9. “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).

10. "Class Member Address Search" means the Administrator's investigation and search for current Class Members' mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.
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 the form, without material variation, attached hereto as **Exhibit A** and incorporated by reference into this Agreement.
12. "Class Period" means the period from May 15, 2020 through January 27, 2025.
13. "Class Representative" means the named plaintiff in the operative complaint in the Action seeking Court approval to serve as the Class Representative.
14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
15. "Court" means the Superior Court of California, County of Sacramento.
16. "Defendant" means Belami, Inc., the named defendant of the Action.
17. "Defense Counsel" means Jackson Lewis P.C.
18. "Effective Date" means thirty (30) calendar days after both of the following have occurred if final approval occurs without objectors: (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: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) 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 (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
19. "Final Approval" means the Court's order granting final approval of the Settlement. The Parties' agreed-upon Final Approval Order is attached hereto as **Exhibit C** and incorporated by reference into this Agreement.
20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
21. "Gross Settlement Amount" means \$300,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay all Released Class Claims, Released PAGA Claims, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.

22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the Participating Class Member's number of Workweeks worked during the Class Period.
23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the Aggrieved Employee's number of PAGA Pay Periods worked during the PAGA Period.
24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
26. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
28. "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.
29. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
30. "PAGA Notice" means Plaintiff's letter sent to the LWDA and Defendant on October 31, 2024 providing notice pursuant to Labor Code section 2699.3, subd. (a).
31. "PAGA Pay Period" means any week during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.
32. "PAGA Period" means the period from November 1, 2023 through January 27, 2025.
33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees in settlement of PAGA claims.
34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. "Plaintiff" means Gabriel Ahmad, the named plaintiff in the Action.

36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement. The Parties’ agreed-upon Preliminary Approval Order is attached hereto as **Exhibit B** and incorporated by reference into this Agreement.
37. “Released Class Claims” means the claims being released as described in Section E.2. below.
38. “Released PAGA Claims” means the claims being released as described in Section E.3. below.
39. “Released Parties” means (a) Defendant and SKYX Platforms Corp.; (b) each of Defendant’s past and present parents, subsidiaries, partners, affiliates, brands, including any corporation, limited liability company, or partnership; (c) past and present board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity which could be jointly liable with any of the foregoing.
40. “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.
41. “Response Deadline” means sixty (60) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
42. “Settlement” means the disposition of the Action effected by this Settlement Agreement and entry of the Judgment.
43. “Workweek” means any week during which a Class Member worked for Defendant for at least one (1) day during the Class Period.

B. RECITALS.

1. On May 15, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Sacramento, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.*

2. On June 28, 2024, Plaintiff filed a Request for Dismissal to remove SkyX Platforms Corp. as a named defendant.
3. After engaging in discovery, investigations, and negotiation, on October 29, 2024, the Parties remotely attended mediation with the mediator Michael J. Loeb, ultimately resulting in the Parties reaching a tentative settlement.
4. In line with the settlement, on October 31, 2024, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.
5. On November 18, 2024, Plaintiff filed a First Amended Complaint that adjusted the “class” definition and added a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA), to include all Released Class Claims and Released PAGA Claims as provided herein (“Operative Complaint”).
6. Defendant 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 claims and causes of action alleged in the Operative Complaint.
7. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant’s production, Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods. Plaintiff also located and interviewed Class Members who worked for Defendant throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
8. The Court has not granted class certification.
9. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. As consideration for the Settlement, Defendant promises to pay the Gross Settlement Amount of \$300,000.00, and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes), or to segregate the funds comprising the Gross Settlement Amount, and Defendant shall retain exclusive authority over and the

responsibility for the Gross Settlement Amount, prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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:
 - a. Class Counsel. Class Counsel Fees Payment of up to \$105,000.00 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of up to \$20,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. 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 Class Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form(s) 1099. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, hold Defendant harmless, and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these payments.
 - b. Plaintiff. Class Representative Service Payment of up to \$10,000.00 to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment), subject to the Class Representative's execution of a general release of all claims under California Civil Code section 1542, as provided herein. Defendant will not oppose the request for the Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the 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 an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- c. Administrator. Administration Expenses Payment of up to \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount. If the Administration Expense Payment is more, and the Court approves payment more than \$10,000.00, the Administrator will deduct the Court-approved amount from the Gross Settlement Amount.
- d. LWDA and Aggrieved Employees. PAGA Penalties of \$25,000.00 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which (\$16,250.00) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$8,750.00) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
 - i. An Individual PAGA Payment will be calculated by: (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Forms 1099.
 - iii. Defendant will calculate the number of PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period based on the time clock data. The PAGA Pay Periods will be calculated by Defendant for each Aggrieved Employee based on the time clock data during the PAGA Period. Partial PAGA Pay Periods will be counted. However, if an Aggrieved Employee worked only one (1) day as an Aggrieved Employee, such an Aggrieved Employee will be credited with having worked one (1) PAGA Pay Period for purposes of this Settlement.
- e. Individual Class Payments. An Individual Class Payment is 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 during the Class Period.
 - i. Twenty percent (20%) of Individual Class Payment will be allocated to the settlement of alleged wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Forms W-2. Eighty percent (80%) of Individual Class Payment will be allocated to the

settlement of alleged claims for interest and penalties (“Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Forms 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

- ii. Defendant will calculate the number of Workweeks worked by all Class Members during the Class Period based on the time clock data and other relevant information and the amount to be paid to Class Members per Workweek based on the time clock data. Partial Workweeks will be counted. The Workweeks will be calculated by Defendant for each Class Member during the Class Period based on the time clock data.
- iii. 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.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are presently 68 Class Members who worked approximately 5,164 Workweeks during the Class Period, and presently 19 Aggrieved Employees who worked approximately 394 PAGA Pay Periods during the PAGA Period.
2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date.
3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - a. 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 United States Postal Service (“USPS”) mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating

Class Members and Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.

- b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
- c. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).
- d. If a Class Member or Aggrieved Employees fails to cash their settlement check by the check-cashing deadline, they shall remain bound by the Settlement and the Released Class Claims and Released PAGA Claims.
- e. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or to make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement.

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

- 1. Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint, including all Released Class Claims and Released PAGA Claims as provided in the Settlement; and (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at

any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true but agrees that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

2. Plaintiff's General Release. In addition to Plaintiff's Release above, Plaintiff agrees to generally release Defendant and the Released Parties from any and all claims, whether known or unknown, under all federal, state and local statutes, and federal and state common law (including but not limited to those for contract, tort and equity), except for workers' compensation claims. Plaintiff expressly waives the protection of Section 1542 of the California Civil Code, which provides:

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

Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the claims, except for workers' compensation claims, Plaintiff now has against the Released Parties, whether known or unknown, suspected or unsuspected.

3. Released Class Claims by Participating Class Members. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period, including without limitation, California Labor Code sections 201, 202, 203, 218, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 2800, and 2802, California Industrial Commission Wage Orders, Business and Professions Code sections 17200 *et seq.*, California Code of Civil Procedure sections 382 and 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, sick pay, bonus and incentive pay, unreimbursed business expenses, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims"), during the Class Period ("Class Release Period"). Expressly excluded from the release are claims for

retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims.

4. Released PAGA Claims by Aggrieved Employees. All Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice that occurred during the PAGA Period, including but not limited to, all claims arising under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, Industrial Commission Wage Orders, Business and Professions Code sections 17200 *et seq.*, Code of Civil Procedure sections 382 and 1021.5, as alleged in the Action (collectively “Released PAGA Claims”).

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

1. Plaintiff’s Responsibilities. Plaintiff will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.
 - a. Before or at the Preliminary Approval Hearing, Plaintiff will submit an order granting conditional certification of the Class and Preliminary Approval of the Settlement, substantially consistent with the Parties’ agreed-upon Preliminary Approval Order attached hereto as **Exhibit B**; appointing the Class Representative, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.
 - b. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court’s determination on these amounts shall be final and binding. The Court’s approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.
 - c. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - d. Defendant agrees that it will not oppose the Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Settlement Agreement.

- e. The Preliminary Approval Order will include a provision enjoining Class Members from filing claims before the California Division of Labor Standards Enforcement (DLSE), or from initiating other proceedings regarding the Released Class Claims against the Released Parties until they opt out of the Settlement; this provision is intended to provide all Class Members the opportunity to participate in or to opt out of the Settlement, and to ensure finality of the Settlement and the Released Class Claims to the fullest extent permitted by law.
2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Court's Preliminary Approval to the Administrator.
3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected CPT Group Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Payment. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
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.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to

the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- i. The Parties agree that the Class Data will be only used by the Administrator for the sole purpose of effectuating this Settlement and will not be provided to Class Counsel at any time or in any form. The Administrator shall take reasonable steps to protect the information set forth in the Class Data.
- b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fifteen (15) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail 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 remail the Class Notice to the most current address obtained.
- e. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the original Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is remailed. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.
- f. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, 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 no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.

5. Requests for Exclusion (Opt-Outs).

- a. Class Members who wish to exclude themselves the Class Settlement must send to the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline.
- b. A Request for Exclusion is a letter or email 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: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- c. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice, unless the Administrator cannot identify the Class Member or determine the Class Member's intention through the communication. 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 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 susceptible to challenge.
- d. 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 Section E.2. and Section E.3. of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.
- e. 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 or 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, Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

- a. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
- b. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail, with any supporting facts or documentation the Class Member wishes the Administrator to consider. The Administrator must encourage the Class Member to submit supporting documentation. The Administrator shall reasonably consider all data and documents provided by Defendant in response to the dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.
- c. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.
- b. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
- c. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- d. Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8. Administrator's 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.

- a. The Administrator will establish and maintain and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, Final Approval, and Judgment. The Administrator will maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.
- b. On a weekly basis, the Administrator will provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion.
- c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge. The Administrator will also promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
- d. No later than sixteen (16) court days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator’s declaration(s) in Court.
- e. Within ten (10) calendar 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) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel are responsible for filing the Administrator’s declaration in Court.

H. ESCALATOR CLAUSE. Defendant estimated at mediation that the number of Workweeks was approximately 4,965 from 5/15/20 to 10/29/24; the mediator's proposal estimated Workweeks at 5,000 for the Class Period, which presently extends to 1/27/25. If it is determined that the final number of Workweeks during the Class Period exceeds ten percent (10%) or more of 5,000 (*i.e.*, more than 5,500 Workweeks), then at Defendant's option, either the: (1) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (2) Class Period shall end as of the date the Workweeks within the Class Period reach 5,500 Workweeks.

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified by the Administrator exceeds five percent (5%) of all Class Members, Defendant may elect, but is not obligated, to terminate the Settlement. The Parties agree that if Defendant terminates the Settlement, the Settlement shall be void *ab initio* (*i.e.*, have no force or effect whatsoever) and that neither Party will have any further obligation to perform under the Settlement provided that Defendant will remain responsible for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel and the Court of its selection to terminate the Settlement no later than fourteen (14) calendar days after the Response Deadline. A late election will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Final Approval Order and Judgment, substantially consistent with the Parties' agreed-upon Final Approval Order attached hereto as **Exhibit C**.

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.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, 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 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, the Parties will make a good faith effort to revise the terms of the Settlement for final approval. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.

3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement 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 Settlement will be suspended until such time as the appeal is finally resolved upholding the terms of the Settlement in all material respects, and the Judgment becomes final.
4. 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, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payment shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.
5. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

L. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the facts or allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted or has waived any defenses by Defendant. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of Settlement as provided in this Agreement only. If, for any reason, the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and to contest the representative claims under PAGA, Defendant 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

Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

2. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a 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 section does not restrict Class Counsel's communication with Class Members in accordance with Class Counsel's ethical obligations owed.
3. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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. To the extent Class Counsel possesses or comes to possess information set forth in the Class Data, Class Counsel shall return all such information (including copies, data, or information derived therefrom) within seven (7) calendar days from Final Approval, shall not retain copies of such information, and shall not maintain or use such information for any purpose unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiff and Defendant 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.
6. No Solicitation. The Parties separately agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section 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.
7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
8. 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.
9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
10. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
11. 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 the Party was the drafter or participated in the drafting.
12. 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.
13. 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.
14. Confidentiality. 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.

15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
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 U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Douglas Han
Shunt Tatavos-Gharajeh
Talía Lux
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

To Defendant: Cary G. Palmer
Evan D. Beecher
Baldeep S. Uppal
Jackson Lewis P.C.
400 Capitol Mall, Suite 1600
Sacramento, California 95814
(Tel) (916) 341-0404
(Fax) (916) 341-0141
cary.palmer@jacksonlewis.com
evan.beecher@jacksonlewis.com
baldeep.uppal@jacksonlewis.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, 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.
19. Stay of Litigation. The Parties agree 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

20. Enforceability of Agreement. The Parties agree and intend for this Agreement to be binding and enforceable under California Code of Civil Procedure section 664.6 when fully signed by all Parties, subject only to Preliminary Approval and Final Approval by the Court.

IN WITNESS WHEREOF, the Parties and their respective counsel knowingly and voluntarily execute this Agreement as of the date(s) set forth below.


Dated: 01/23/2025

Gabriel Ahmad

By:  _____

Dated: January 23, 2025

Justice Law Corporation [Approving as to Form Only]

By:  _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Talia Lux, Esq.
Attorneys for Plaintiff

Dated: 1/27/2025

Belami, Inc.

By: Jim Beausoleil _____
On behalf of Belami, Inc.

Dated: 1/27/2025 Jackson Lewis, P.C. [Approving as to Form Only]


By:  _____
Cary G. Palmer, Esq.
Evan D. Beecher, Esq.
Baldeep S. Uppal, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ahmad v. Belami, Inc., et al (Case No. 24CV009564)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from a class action and PAGA settlement ("Action" or "Settlement") against Defendant Belami, Inc. ("Defendant") for alleged wage and hour violations. The Settlement is not an admission of any wrongdoing or liability by Defendant.

The Action was filed by Plaintiff Gabriel Ahmad ("Plaintiff"). The Action seeks payment of:

- (1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 15, 2020 through January 27, 2025. The Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by the Settlement ("Class," "Class Members," "Class Period"); and
- (2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from November 1, 2023 through January 27, 2025 ("Aggrieved Employees" and "PAGA Period").

The Settlement has two parts: (1) Class Settlement for Individual Class Payments; and (2) PAGA Settlement for Individual PAGA Payments.

Based on Defendant's records, and the Court's Preliminary Approval Order of the Settlement, your Individual Class Payment is estimated to be approximately \$ [REDACTED] (less required withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors, including the final number of weeks worked by all Class Members. If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has already preliminarily approved the Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood the Class Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel").

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don't have to do anything to participate in the Settlement and to be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Released Class Claims during the Class Period and Released PAGA Claims during the PAGA Period against Defendant and the Released Parties.
2. **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment, but will preserve your right to personally pursue the Released Class Claims against Defendant and the Released Parties. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment, meaning you cannot opt out of the PAGA portion of the Settlement.

Defendant won't retaliate against you for any actions you take with respect to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant covered by this Settlement (Released Class Claims).
You Can Opt Out of the Class Settlement, but not the PAGA Settlement The Opt Out Deadline is <div></div>	<p>If you don't want to fully participate in the Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. See Section VI of this Class Notice.</p> <p>You cannot opt out of the PAGA portion of the Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement, but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by [REDACTED]</p>	<p>All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Class Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone or Zoom. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods</p> <p>Written Challenges Must be Submitted by [REDACTED]</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Class Notice. See Section IV of this Class Notice.</p>

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges Defendant violated California labor laws by allegedly failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200, *et seq.* Plaintiff also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (PAGA). Plaintiff is represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law Corporation.

Defendant denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a Settlement of the Action, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation.

By entering the Settlement and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Agreement, the Parties negotiated a Settlement that is subject to the

Final Approval. Both sides agree that the Settlement is a compromise of disputed claims. Defendant does not admit any wrongdoing or violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$300,000 as the Gross Settlement Amount. Following Final Court Approval and Effective Date of the Settlement, Defendant agrees to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").
 - a. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.
 - b. "Effective Date" means thirty (30) calendar days after both of the following have occurred, if final approval occurs without objectors: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (2) 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 (3) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$105,000 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$20,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payment will be the only money Plaintiff will receive other than his Individual Class Payment and any Individual PAGA Payment.

- c. Up to \$10,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$25,000 for PAGA Penalties, sixty-five percent (65%) of which (\$16,250) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$8,750) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
- 3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remaining balance (“Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
- 4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) of each Individual Class Payment to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and Non-Wage Portions of the Individual Class Payments on IRS Form 1099.
 - a. While the Parties agreed to these allocations, neither side is providing you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.
 - b. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check are sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

6. Right to Object. Participating Class Members have the right to object to any terms of the Settlement. The Court will consider all objections.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company CPT Group, Inc. (“Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX of this Class Notice.
9. Release by Participating Class Members. After Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period, including without limitation, California Labor Code sections 201, 202, 203, 218, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 2800, and 2802, California Industrial Commission Wage Orders, Business and Professions Code sections 17200 *et seq.*, California Code of Civil Procedure sections 382 and 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, sick pay, bonus and incentive pay, unreimbursed business expenses, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively “Released Class Claims”), during the Class Period (“Class Release Period”). Expressly excluded from the Released Class Claims are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims that occurred outside the Class Period.
10. Release by Aggrieved Employees. After Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant even if they exclude themselves from the Settlement. The Aggrieved Employees will be bound by the following release:

- a. All Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice that occurred during the PAGA Period., including but not limited to all claims arising under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226.3, 226.7, 246, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Industrial Commission Wage Orders, Business and Professions Code sections 17200 *et seq.*, California Code of Civil Procedure sections 382 and 1021.5, as alleged in the Action (collectively “Released PAGA Claims”).

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. Individual Class Payments will be 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 the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. Individual PAGA Payments will be calculated by: (a) dividing \$8,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek / PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Class Notice has the Administrator’s contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or PAGA Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and input from Class Counsel and Defense Counsel. The Administrator’s decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service (“USPS”) mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator’s contact information.**

VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ahmad v. Belami, Inc., et al* (Case No. 24CV009564), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section IX of the Class Notice has the Administrator’s contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Ahmad v. Belami, Inc., et al* (Case No. 24CV009564) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 22 of the Sacramento County Superior Court located at 720 9th Street, Sacramento, California 95814. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class

Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

If you wish to appear remotely at the Final Approval Hearing, you can contact the Court at (833) 568-8864 / ID: 16184738886 or use the following Zoom link <https://saccourt-ca-gov.zoomgov.com/j/16184738886#success>.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Agreement. The easiest way to read the Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or Administrator using the contact information listed below or consult the Court's website by going to <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> and entering the Case No. 24CV009564. You can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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Talia Lux
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ghan@JusticeLawCorp.com
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tlux@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you will have no means of retrieving the uncashed funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

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Attorneys for Defendant
BELAMI, INC.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

GABRIEL AHMAD, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

BELAMI, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV009564

ASSIGNED FOR ALL PURPOSES TO:
JUDGE LAURI A. DAMRELL
DEPARTMENT 22

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: 02/28/2025
Hearing Time: 9:00 am
Hearing Place: Department 22

Complaint Filed: May 15, 2024
FAC Filed: November 18, 2024
Trial Date: Not Set

1
2 Plaintiff Gabriel Ahmad's ("Plaintiff") Motion for Preliminary Approval of Class Action
3 and PAGA Settlement ("Motion"), came before this Court on February 28, 2025, in Department 22,
4 before the Honorable Lauri A. Damrell, presiding. The Court having considered the papers
5 submitted in support of the Motion and good cause appearing therefor,

6 IT IS HEREBY ORDERED:

7 1. The Court grants preliminary approval of the Class Action and PAGA Settlement
8 Agreement ("Settlement" or "Agreement") and the Class Members based upon the terms set forth
9 in the Agreement filed with the Motion. All terms used herein shall have the same meaning as
10 defined in the Agreement.

11 2. The Settlement appears to be fair, adequate and reasonable to the Class Members.
12 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
13 subject only to any objections that may be raised at the Final Approval Hearing and final approval
14 by this Court.

15 3. A Final Approval Hearing on the question of whether the Settlement, Class Counsel
16 Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment,
17 and Class Representative Service Payment should be finally approved as fair, reasonable and
18 adequate as to Class Members, is scheduled in Department 22 on the date and time set forth in the
19 Implementation Schedule below.

20 4. This Court approves, as to form and content, the Notice of Class Action Settlement
21 and Hearing Date for Final Court Approval ("Class Notice") (Exhibit A to the Agreement). The
22 Court approves the procedure for Class Members to opt out of and to object to the Settlement as set
23 forth in the Settlement and the Class Notice.

24 5. Consistent with the definitions provided in the Stipulation of Settlement, the terms
25 "Class" and "Class Members" shall mean all current and former hourly-paid or non-exempt
26 employees of Defendant Belami, Inc. ("Defendant") within the State of California at any time
27 during the period from May 15, 2020 through January 27, 2025. The Class will not include any
28 person who previously settled or released any of the claims covered by this Settlement, or any

1 person who previously was paid or received awards through civil or administrative actions for the
2 claims covered by this Settlement, or any person who submitted a timely and valid Request for
3 Exclusion as provided in the Settlement.

4 6. “Aggrieved Employees” are defined as all current and former hourly-paid or non-
5 exempt employees of Defendant within the State of California at any time during the period from
6 November 1, 2023 through January 27, 2025. Aggrieved Employees will be paid their Individual
7 PAGA Payment and release the Released PAGA Claims regardless of whether they submit a timely
8 and valid Request for Exclusion from the Settlement.

9 7. The Court directs the mailing of the Class Notice by first-class mail to the Class
10 Members in accordance with the Implementation Schedule set forth in below. The Court finds the
11 dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation
12 Schedule, meet the requirements of due process and provide the best notice practicable under the
13 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

14 8. It is ordered that the Settlement Class is preliminarily certified for settlement
15 purposes only.

16 9. The Court confirms Plaintiff as Class Representative, and Justice Law Corporation
17 as Class Counsel.

18 10. The Court confirms the appointment of CPT Group Inc. as the Administrator.

19 11. To facilitate administration of the Settlement pending final approval, the Court
20 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
21 administrative proceedings (including filing claims with the Division of Labor Standards
22 Enforcement of the California Department of Industrial Relations) regarding claims released by the
23 Settlement, unless and until such Class Members have filed timely Requests for Exclusion with the
24 Administrator and the time for opting out of the Class has elapsed.

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12. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and Aggrieved Employee Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and Aggrieved Employees	45 calendar days after Order Granting Preliminary Approval
c.	Deadline for Class Members to Postmark Requests for Exclusion from Class Settlement	60 calendar days after mailing of Class Notice
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Settlement Administrator to Receive Objections to Settlement	60 calendar days after mailing of Class Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Service Payment	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
h.	Final Fairness Hearing and Final Approval	Date: , 2025 Time: Department: 22
i.	Deadline for Defendant to fund Settlement (if Settlement is Effective)	30 calendar days after the Effective Date

j.	Deadline for Settlement Administrator to mail Class Member Payments, Aggrieved Employee Payments, Service Payment, and to wire Attorneys' Fees and Costs (if Settlement is Effective)	14 calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments
k.	Deadline for Class Members and Aggrieved Employees to cash checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails checks
l.	Deadline for Settlement Administrator to distribute amount of uncashed checks the California Controller's Unclaimed Property Fund (if Settlement is Effective)	14 calendar days after deadline to cash checks
m.	Settlement Administrator to File Proof of Payment with Court (if Settlement is Effective)	21 calendar days after deadline for Settlement Administrator to distribute amount of uncashed checks to the California Controller's Unclaimed Property Fund

IT IS HEREBY ORDERED.

Dated: _____

Honorable Lauri A. Damrell
Judge of the Superior Court

EXHIBIT C

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Attorneys for Defendant
BELAMI, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

GABRIEL AHMAD, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BELAMI, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 24CV009564

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, AND
ENTRY OF JUDGMENT**

Hearing Date:
Hearing Time: 9:00 am
Hearing Place: Department 22

Complaint Filed: May 15, 2024
FAC Filed: November 18, 2024
Trial Date: Not Set

1 The above-referenced Class Action and PAGA Action (“Action”) having come before
2 the Court on [REDACTED], in Department 22 before the Honorable Lauri A. Damrell, for a
3 hearing and Order Granting Final Approval of Class Action and PAGA Settlement and
4 Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), filed and entered on [REDACTED], and as set forth in the
6 Class and PAGA Settlement Agreement (“Settlement” or “Agreement”) in this Action, and due
7 and adequate notice having been given to all Class Members and Aggrieved Employees as
8 required in the Preliminary Approval Order, and the Court having considered all papers filed
9 and proceedings had herein and being fully informed, and good cause appearing therefor,

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

11 1. All terms used herein shall have the same meaning as defined in the Stipulation
12 of Settlement.

13 2. Consistent with the definitions provided in the Settlement, the terms “Class” and
14 “Class Members” shall mean the following: all current and former hourly-paid or non-exempt
15 employees of Defendant Belami, Inc. (“Defendant”) within the State of California at any time
16 during the period from May 15, 2020 through January 27, 2025. The Class will not include any
17 person who previously settled or released any of the claims covered by this Settlement, or any
18 person who previously was paid or received awards through civil or administrative actions for
19 the claims covered by this Settlement, or any person who submitted a timely and valid Request
20 for Exclusion as provided in the Settlement.

21 “Aggrieved Employees” are defined as all current and former hourly-paid or non-
22 exempt employees of Defendant within the State of California at any time during the period
23 from November 1, 2023 through January 27, 2025. Aggrieved Employees will be paid their
24 Individual PAGA Payment and release the Released PAGA Claims regardless of whether they
25 submit a timely and valid Request for Exclusion from the Settlement. Aggrieved Employees
26 are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

27 ///

3. For purposes of the Settlement and this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall collectively mean: (a) Defendant and SKYX Platforms Corp.; (b) each of Defendant’s past and present parents, subsidiaries, partners, affiliates, brands, including any corporation, limited liability company, or partnership; (c) past and present board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity which could be jointly liable with any of the foregoing.

4. This Court has jurisdiction over the subject matter of this Action, and for settlement purposes only, over all Parties to this Action, including all Class Members and Aggrieved Employees.

5. Distribution of the Class Notice directed to Class Members and Aggrieved Employees as set forth in the Settlement, and the other matters set forth therein, has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and Aggrieved Employees who could be identified through reasonable effort, and is the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, Aggrieved Employees, Released Class Claims and Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

6. The Court finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court finds that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this Settlement under the law, including the provisions of Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

7. The Court approves the Settlement set forth in the Settlement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members and Aggrieved Employees. The Court finds that the Class is properly certified as a class for settlement purposes only.

8. As of the date of entry of this Final Order, each and every Released Class Claim (defined in the Agreement and set forth below) of each and every Class Member is and shall be deemed to be conclusively released as against the Released Parties. As of the date of this Final Order, the Class Representative and each and every Class Member who has not submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from prosecuting the Released Class Claims, except as to such rights or claims as may be created by the Settlement, against Defendant and the Released Parties from any and all claims under state, federal and local law alleged in this Action and that reasonably could have been alleged in this Action based on the factual allegations contained in the Operative Complaint in this Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 218, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 2800, and 2802, California Industrial Commission Wage Orders, Business and Professions Code sections 17200 et seq., California Code of Civil Procedure sections 382 and 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, sick pay, bonus and incentive pay, unreimbursed business expenses, timely payment of wages during employment, timely payment

of wages at separation, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively “Released Class Claims”), from May 15, 2020 through January 27, 2025 (“Class Release Period”). Expressly excluded from the Released Class Claims are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and any claims outside the Released Class Claims. The Released Class Claims shall not include any claims that cannot be released as a matter of law. In addition, as of the date of this Final Order, the Class Representative and the Settlement Class, and each member of the Class who has not submitted a valid Request for Exclusion, are forever barred and enjoined from instituting or accepting damages or obtaining relief against the Released Parties for any period from May 15, 2020 through January 27, 2025, relating to the Released Class Claims.

9. As of the date of entry of this Final Order, the claims to be released by the Aggrieved Employees include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the Aggrieved Employees, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to, all claims arising under the California Labor Code sections 201, 202, 203, 218, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 2800, and 2802, California Industrial Commission Wage Orders, Business and Professions Code sections 17200 et seq., California Code of Civil Procedure sections 382 and 1021.5, as alleged in the Action (collectively “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all Aggrieved Employees from November 1, 2023 through January 27, 2025 (“PAGA Release Period”), and

1 for the entire PAGA Release Period, regardless of whether Plaintiff and/or Aggrieved Employee
2 negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and
3 regardless of whether any such Aggrieved Employee opts out or attempts to exclude himself or
4 herself from the Settlement.

5 10. Neither the Settlement, nor any of the terms set forth in the Agreement, is an
6 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
7 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the
8 other Released Parties. Neither this Final Order, the Settlement, nor any document referred to
9 herein, nor any action taken to carry out the Settlement, may be construed as, or may be used
10 as, an admission by or against Defendant, or any of the other Released Parties, of any fault,
11 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and any
12 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
13 be evidence of, an admission or concession with regard to the denials or defenses by Defendant,
14 or any of the other Released Parties, and shall not be offered in evidence in any action or
15 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
16 other than to enforce the provisions of this Final Order, Settlement, Released Class Claims,
17 Released PAGA Claims, and any related agreement or release. Notwithstanding these
18 restrictions, any of the Released Parties may file in this Action, or submit in any other
19 proceeding, the Final Order, the Settlement, and any other papers and records on file in this
20 Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*,
21 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
22 Claims and the Released PAGA Claims.

23 11. The Court enters judgment in the Action as of the filing date of this Final Order,
24 pursuant to the terms set forth in the Settlement. Without affecting the finality of this Final Order
25 in any way, the Court hereby retains continuing jurisdiction over the interpretation,
26 implementation and enforcement of the Settlement and all orders entered in connection
27 therewith pursuant to Code of Civil Procedure section 664.6.

12. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

13. The Court confirms Justice Law Corporation as Class Counsel in this Action.

14. The Court finds that the common fund doctrine is applicable to this Action because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the Class Counsel Fees Payment of thirty-five percent (35%) of the common fund to be appropriate compensation for Class Counsel. The Class Counsel Fees Payment is within the range that has been approved by other courts in similar cases and reasonable in light of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this Action, which included potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court awards Class Counsel Fees Payment in the amount of \$105,000.00, and Class Counsel Litigation Expenses Payment in the amount of \$ [REDACTED], from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to this Action. The Court orders that the award of Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in herein shall be administered pursuant to the terms of the Settlement and made payable to and deposited into the bank account of "Justice Law Corporation" as Class Counsel in this Action.

15. The Court approves and orders payment of a Class Representative Service Payment to Plaintiff and Class Representative Gabriel Ahmad in the amount of \$10,000.00 from the Gross Settlement Amount.

1 16. The Court approves and orders payment in the amount of \$25,000.00 from the
2 Gross Settlement Amount for PAGA penalties, with sixty-five percent (65%) (or \$16,250.00)
3 payable to the California Labor and Workforce Development Agency, and thirty-five percent
4 (35%) (or \$8,750.00) payable to the Aggrieved Employees.

5 17. The Court approves and orders payment from the Gross Settlement Amount the
6 Administration Expenses Payment for actual claims administration expenses incurred by the
7 Claims Administrator, CPT Group, Inc., in the amount of \$10,000.00.

8 18. The Court approves and orders that any uncashed settlement checks after the
9 expiration date will be distributed to the California Controller's Unclaimed Property Fund in the
10 name of the Class Member.

11 18. The Court finds and orders that the Settlement is and constitutes a fair, adequate
12 and reasonable compromise of the Released Class Claims and Released PAGA Claims against
13 Defendant and the Released Parties.

14 20. Provided the Settlement becomes effective under the terms of the Settlement, the
15 Court orders the deadline for mailing the Court-approved settlement payments, Class Counsel
16 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
17 Payment is as set forth in the Implementation Schedule within the Preliminary Approval Order.

18 21. The Court finds that there were no objections to the Settlement raised by any
19 person on the record at the hearing on the Final Approval Order.

20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

21
22 Dated: _____

Honorable Lauri A. Damrell
Judge of the Superior Court