

SETTLEMENT AGREEMENT AND RELEASE

This Proposed Settlement Agreement and Release (“Agreement”) is made by and between, on the one hand, plaintiffs Manuel Rivas, Javier Torres, Misael Ramos (“Plaintiffs” or “Class Representatives”), on behalf of themselves, the class members (“Class Member”), and the allegedly aggrieved employees they claim to represent (“Allegedly Aggrieved Employees”) and, on the other hand, by defendants ICTents LLC, Lantier Tent Structures Limited, and Miles F. Lantier (“Defendants”) (collectively referred to as the “Parties”). The Parties hereby agree to the following Settlement which, if approved by the Court, resolves the pending case: *Manuel Rivas et al. v. ICTents, LLC et al.*, Alameda County Superior Court, Case No. RG20060600 (the “Action” or “Lawsuit”)

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Employees” are all current or former employees who worked for Defendants in California at any time from May 11, 2016 to June 10, 2025.
- B. “Class” means the combined class members as proposed in the Lawsuit, consisting of the following employees:

All non-exempt employees of Defendants in California at any time from May 11, 2016 to June 10, 2025.

- C. “Class Counsel” means Mallison & Martinez.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their attorneys’ fees and litigation expenses incurred in connection with the Lawsuit, including their pre-filing investigation, their filing of the Lawsuit and all related litigation activities, this Settlement, and all post-Settlement compliance and approval procedures.
- E. “Class Member” is any individual who worked Defendants in the State of California as an hourly paid, non-exempt employee at any time between May 11, 2016 to June 10, 2025 (“the Class Period”).
- F. “Class Notice” means the Notice of Proposed Settlement of Class Action Lawsuit, which will be submitted by Plaintiffs along with the Motion for Preliminary Approval.
- H. “Class Notice Packet” means the Class Notice and Election Not to Participate in Settlement form, which will be submitted by Plaintiffs along with the Motion for Preliminary Approval.

- I. “Class Representative Payments” means the payments made to Plaintiffs in their capacity as Class Representatives to compensate them for initiating the Lawsuit, performing work in support of the Lawsuit, and undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Lawsuit as well as the risk of retaliation from future employers. Plaintiffs will request court approval of the Class Representative Payments of up to \$10,000.
- J. “Defense Counsel” means James Walter Michalski, Esq. of Michalski Law Offices and Diane B. Sherman, Esq., of The Law Offices of Diane B. Sherman.
- K. “Court” means the California Superior Court for the County of Alameda.
- L. “Effective Date” of this Settlement Agreement shall mean seven (7) calendar days after all the following conditions have been satisfied:
1. Execution of this Settlement Agreement by all Parties, Class Counsel, and Defense Counsel.
 2. Preliminary Approval of the settlement by the Court.
 3. Mailing of the Class Notice Packet to the Class Members in accordance with the Court’s Order of Preliminary Approval.
 4. Expiration of the date by which Class Members must submit a completed Election Not to Participate in Settlement form, as stated in the Class Notice.
 5. A Final Approval Hearing, and entry of a written final order by the Court approving this Settlement Agreement and entering final judgment with respect to the Lawsuit. Except that, in the event there are written objections made prior to the Final Approval Hearing, or an appeal of the Court’s approval of the Settlement notwithstanding whether an objection is taken, then the Effective Date shall be the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed following entry of the Court’s final order approving this Settlement (the “Final Approval Order”) and no appeal has been taken contesting the Final Approval Order; or (ii) if any appeal has been filed contesting this Settlement and/or the Final Approval Order, then the date which is thirty (30) days after any appeal opposing or contesting this Settlement and/or Final Approval Order has been dismissed finally and conclusively with no right to pursue similar remedies or relief, or any appeal has been resolved to uphold the Final Approval Order.
- M. “Election Not to Participate in Settlement” means the form by which a Class Member may elect to exclude themselves from the Settlement. Plaintiffs will draft for Defense

Counsel's review, revision, and approval, and submit an Election Not to Participate in Settlement form to the Court, along with the Motion for Preliminary Approval.

- N. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.
- O. "Gross Settlement Amount" means the maximum amount of \$1,250,000. The Gross Settlement Amount is the maximum total amount that Defendants are obligated to pay for all purposes under this Agreement, except that Defendants will be required to pay their share of any payroll taxes in addition to the Gross Settlement Amount and Defendants will be responsible for interest if the Settlement is not fully funded by January 15, 2026.
- P. "Final Approval Order" means an order finally and unconditionally granting final approval of this Settlement Agreement, entering final judgment with respect to the Lawsuit, and authorizing payments to the Settlement Administrator, the Participating Class Members, Plaintiffs, the LWDA, and Class Counsel as provided in this Settlement Agreement.
- Q. "Judgment" means the Order of Final Judgment entered by the Court. The Parties will draft and submit a proposed Final Judgment to the Court along with the Motion for Final Approval in the Lawsuit.
- R. "Net Settlement Amount" means the Gross Settlement Amount to be paid by Defendants pursuant to this Settlement, less (i) the Class Representative Payments, as described in this Agreement and approved by the Court; (ii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, as described in this Agreement and approved by the Court; (iii) the payment to the LWDA, as described in this Agreement and approved by the Court; (iv) the Settlement Administrator's reasonable fees and expenses, as described in this Agreement and approved by the Court; and (v) any other fees or expenses (other than attorneys' fees and expenses) incurred in implementing the terms and conditions of this Agreement and securing dismissal of the Lawsuit as awarded by the Court.
- S. "Non-Participating Class Member" means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- T. "PAGA Aggrieved Employee" means all non-exempt employees employed by Defendants from January 14, 2019 to June 10, 2025.
- U. "PAGA Settlement Amount" refers to a payment of up to 10% of the Gross Settlement Amount that will be allocated to the resolution of all Allegedly Aggrieved Employees' claims arising under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code §§ 2698, *et seq.*, "PAGA").

- V. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- W. “Pay Periods” means the pay periods during the Settlement Class Period and PAGA Period in which the Class Member worked for Defendants in California.
- X. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement.
- Y. “Class Released Claims” refers to all claims alleged against Defendants based on the facts or claims alleged in the Lawsuit or Plaintiffs’ PAGA notice letter. Released Claims include but are not limited to claims for unpaid wages, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal breaks or pay premium pay in lieu thereof, failure to provide rest breaks or pay premium pay in lieu thereof, failure to provide and maintain accurate and itemized wage statements, failure to reimburse business expenses, waiting time penalties, damages, premium pay, statutory penalties, civil penalties, injunctive relief, declaratory relief, restitution, interest, costs and attorneys’ fees, and any other claims or damages during the Class Period, whether known or unknown.
- Z. “Settlement” means the disposition of the Lawsuit and all related claims as detailed in, and to be effectuated by, this Agreement.
- AA. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to provide notice of this proposed class action settlement to the Class and to perform other related functions to administer the Settlement as described herein.
- BB. “Settlement Class Period” means the period from May 11, 2016 to June 10, 2025.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. Plaintiffs filed a class action and Private Attorneys General Act (PAGA) complaint in the California Superior Court for the County of Alameda on May 11, 2020. The operative complaint brings claims for the following: (1) failure to pay minimum wage; (2) failure to pay overtime; (3) failure to pay overtime; (4) rest period violations; (5); failure to reimburse business expenses; (6) wage statement violations (7) failure to pay all wages owed upon separation; (8) Violation of the Unfair Competition Law, and (9) PAGA penalties based on the foregoing.
- B. Seeking to avoid the costs, risks, and delays of trial, the Parties have agreed to settle this entire action as set forth in this Settlement Agreement.

- C. Class Counsel represents it has conducted a thorough investigation into the facts of the Lawsuit. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel and the Class Representatives are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, or that Class Counsel anticipates could be raised by Defendants, and potential appellate issues.
- D. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in or related in any way to the Lawsuit. To achieve full and complete release of the released persons, the Class, including Plaintiffs and each Class Member, acknowledge that this Settlement is intended to include and resolve all claims arising from or related to the Lawsuit as more fully set forth in this Agreement.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in Plaintiffs' Lawsuit have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Lawsuit have merit. Defendants deny each and all the claims alleged by Plaintiffs in the Lawsuit. Nevertheless, Defendants have considered the uncertainty and risks inherent in any litigation and have also concluded that further defense of the Lawsuit would be protracted and expensive. Defendants, therefore, have determined it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and in consideration for settlement of the Lawsuit and the release of claims of the Class, Defendants agrees to pay or cause to be paid the Gross Settlement Amount as defined above. Any Class Representative Payments, Class Counsel Fees and Litigation Expenses payments, payments to the Labor & Workforce Development Agency (LWDA), Participating Class Members' Settlement Shares, and the Settlement Administrator's reasonable fees and expenses in administering the Settlement, as approved by the Court, shall be deducted from the Gross Settlement Amount. The entire Gross Settlement Amount will be disbursed pursuant to this Agreement, and none of it will revert to Defendants. The Gross Settlement Amount shall be paid into a Qualified Settlement Fund ("QSF") created by the Settlement Administrator. Defendants shall fund the QSF in two payments of \$625,000 each. The first payment shall be due within ten (10) business days after the Final Approval. The second payment shall be due no later than January 15, 2026. Interest on any

unpaid after January 15, 2026, shall accrue at 10% per annum pursuant to California Code of Civil Procedure section 685.010. The Settlement Administrator shall handle such monies pursuant to the terms of the Settlement.

1. **Maximum Amount Paid.** The Gross Settlement Amount is the maximum total amount Defendants are obligated to pay for all purposes under this Agreement, except that Defendants will be required to pay their share of any payroll taxes in addition to the Gross Settlement Amount.
2. **Timing of Provision of Settlement Shares and Other Payments.** Subject to the terms of this Agreement, Defendants shall pay at least half (\$625,000) of the Gross Settlement Amount into the QSF within ten business (10) days after Final Approval order. Defendants shall pay the balance of the Gross Settlement into the QSF by January 15, 2026. Even if the settlement is fully funded prior to the Effective Date, no payments may be made from the fund until the Effective Date.
3. **Effect of Nonpayment by DEFENDANTS.** If Defendants do not pay into the QSF as provided above, Class Counsel and Defense Counsel agree to meet and confer to secure prompt payment and to preserve the intent of this Agreement. Class Counsel reserves the right to petition the court for a finding that all releases provided for in this Agreement are voided. Any payments later than January 15, 2026 accrue statutory interest for unpaid judgments.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount subject to timing as directed by counsel for the Parties and/or the Court:

1. **To the Class Representatives:** In addition to the amounts determined to be due to Plaintiffs as a Participating Class Member under this Settlement Agreement, the Class Representatives/Plaintiffs will apply to the Court for the Class Representatives Payment of up to \$10,000, to be paid out of the Gross Settlement Amount promptly upon receipt by the Settlement Administrator. Defendants will not oppose a request for the Class Representative Payments for Plaintiffs. The Settlement Administrator will pay the Class Representative Payments approved by the Court out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Class Representative Payments and instead a Form 1099 will be issued to Plaintiffs by the Settlement Administrator reflecting the Class Representative Payments.
2. **To Class Counsel:** In consideration for settling this matter, Defendants will not oppose Class Counsel's application to the Court for an award of reasonable fees as a portion of the Gross Settlement Amount as their Class Counsel Fees Payment, plus an additional amount for reasonable costs. The

ultimate amount of any award for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment is to be determined by the Court. Class Counsel will apply for fees, costs, and expenses to the Court for approval prior to the date of the hearing for final approval of the Settlement. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount promptly upon receipt by the Settlement Administrator. If the Court approves a Class Counsel Fees Payment of less than requested or approves an amount less than the reasonable costs and expenses (Class Counsel Litigation Expenses Payment) requested from the Court, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued by the Settlement Administrator to Class Counsel with respect to those payments.

- a. The Parties agree that, over and above the total amount of the Court-approved award for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment as outlined in this agreement, Plaintiffs and Defendants shall each bear their own fees and costs incurred by them or arising out of the Lawsuit; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administering or challenging an order granting preliminary approval or final order and judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Settlement Agreement or the Released Parties.
 - b. Any order, finding, ruling, holding or proceeding relating to any such applications for an award for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement or otherwise affect or delay the finality of the final order and judgment or this Settlement.
3. **To the Labor & Workforce Development Agency (LWDA).** The Parties agree that 10% ("PAGA Settlement Amount") of the Gross Settlement Amount shall be allocated to the resolution of any Class Member and Allegedly Aggrieved Employees' claims arising under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code §§ 2698, *et seq.*, "PAGA". Pursuant to California Labor Code § 2699(1)(2), settlement of a PAGA action must be approved by the Court and a copy of the proposed settlement will be provided to the LWDA when it is submitted to the Court. In the event the LWDA objects to the Settlement, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of this Settlement.

4. **To the Settlement Administrator.** The parties agree to pay a Settlement Administrator chosen by Class Counsel and approved by Defendants for its reasonable fees and expenses related to administering this Settlement, including, but not limited to, printing, distributing, translating, and tracking forms for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing all payments from the Gross Settlement Amount (including conducting skip trace address searches, as necessary), and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The amount paid to the Settlement Administrator for its reasonable fees and expenses will be paid out of the Gross Settlement Amount. Every effort will be undertaken to minimize this cost and the Settlement Administrator will ensure proper notice and administration of the fund. The Parties anticipate that Settlement Administration fees shall not exceed \$7,000.
- C. **Responsibility for Taxes.** As to the portion of Participating Class Members' settlement proceeds that constitute wages, Defendants will be separately responsible for only their share of any employer payroll taxes, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.
- D. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount within ten (10) business days of the Effective Date to each Participating Class Member.
 1. **Calculation.** After deducting the Class Representative Payments, Class Counsel Fees and Litigation Expenses payments, payments to the LWDA and the Allegedly Aggrieved Employees, and the Settlement Administrator's fees and expenses, each Participating Class Member shall be eligible to receive a *pro rata* share of the balance of the Net Settlement Amount. The settlement payments will be reduced by any required legal deductions (including taxes and withholdings) for each Participating Class Member. The payments to the Settlement Class are to be distributed from the Net Settlement Amount on a *pro rata* basis, calculated by dividing the Net Settlement Amount by the total number of workweeks worked by each class member during the Class Period. The Settlement Share paid to each Allegedly Aggrieved Employee shall also include their share of the PAGA Settlement Amount.
 2. **Settlement Payment Allocation.** All Settlement Shares will be allocated as follows: 10% to settlement of wage claims, 10% to settlement of claims for interest, and 80% to settlement of claims for penalties. The portion allocated to wages shall be subject to all applicable withholdings and reported on an

IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator. After appropriate tax withholding from each Participating Class Member's Settlement Share, the net payment to be received by each Participating Class Member as required by law via a W-2 Form, the Settlement Administrator shall immediately pay all such withheld funds to the appropriate state and federal taxing authorities. The Settlement Administrator shall provide each Participating Class Member with appropriate documentation setting forth the amount of any tax or other deductions in accordance with state and federal tax requirements.

3. **Tax Obligations.** Each Party and Participating Class Member will be responsible for their own tax obligations.
4. **No Determination of Eligibility for Employee Benefits.** Defendants will not use the settlement payments for determination of eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Participating Class Members, and Defendants will not modify the Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.
5. **No Reversion.** Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendants maintain no reversionary right to any portion of the Gross Settlement Amount.
6. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share. Their shares will be part of the Net Settlement Amount distributed to Participating Class Members.
7. **Employer's Share of Payroll Taxes.** The Settlement Administrator will give Defendants an estimate of the employer's share of payroll taxes within five (5) business days of sending out the Class Notice. Upon calculation of each Participating Class Member's Settlement Share, and at least three (3) business days after Final Approval (if not sooner), the Settlement Administrator shall advise Defendants of the amount of the employer's share of payroll taxes. Defendants will provide that amount to the Settlement Administrator within thirty (30) days after the Effective Date.

E. **Procedure for Approving Settlement.** The Parties stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the Settlement, including notifying the Class, and processing all benefits provided under this Settlement Agreement:

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. Plaintiffs will move the Court for (collectively, “Motion for Preliminary Approval):
 - (i) Preliminary approval of the terms of this Settlement.
 - (ii) Approval of the Class Notice Packet, settlement procedure, and appointment of the Settlement Administrator.
 - (iii) Scheduling a Final Approval Hearing on the question of whether the terms of this Settlement should be finally approved as fair, reasonable, and adequate as to Plaintiffs and the Class Members. Defendants will not oppose said motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement.
 - b. If the terms or conditions of this Settlement, other than the terms pertaining to the Class Counsel Award, LWDA payments, Class Representative Payments, are materially modified by any Court, any party in its sole discretion to be exercised within fourteen (14) days after such a material modification may declare this Settlement null and void. For purposes of this subparagraph, material modifications mean any modification to the Settlement Class Period, Released Parties, or Released Claims. In addition, Defendants, at its sole option, may declare this Settlement null and void within fifteen (15) business days after learning that 10% or more of the Class Members timely and properly requested exclusion from the Settlement
 - c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will draft and submit with the Motion for Preliminary Approval and a Proposed Order Granting Preliminary Approval of Settlement and Setting Hearing for Final Approval of Settlement. The Proposed Order granting the Motion for Preliminary Approval shall be mutually agreed to by the Parties prior to Plaintiffs submitting the proposed Order to the Court. Plaintiffs will also provide Defense Counsel with the opportunity to review and comment upon draft of all other pleadings to be filed in connection with the Motion for Preliminary Approval (e.g., notice of motion, memorandum of points and authorities, and declarations) within three (3) business days of filing the Motion for Preliminary Approval with the Court.
2. **Notice to Class Members.** If the Court enters an Order granting Preliminary Approval of the Settlement, every Class Member who can be located will be

provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and each Class Member's estimated Settlement Share based on his or her Class Data) as follows:

- a. **Notice Packet.** Plaintiffs will prepare the Class Notice and Election Not to Participate in Settlement, for Defense Counsel's review, revision, and approval, which Plaintiffs will then submit to the Court for approval with the Motion for Preliminary Approval. The Class Notice will include, non-exclusively, information regarding the nature of the Lawsuit; a summary of the substance of the Settlement's terms; the Class definition; the procedure for submitting Elections Not to Participate in Settlement; the procedure for objecting to the Settlement, the date for the final approval hearing; and the formula used for the Settlement Shares. The Class Notice shall include the Class Member's estimated Settlement Share.
- b. **Settlement Administrator.** The parties agree the Settlement Administrator shall have the authority to establish and maintain an interest-bearing Qualified Settlement Fund, mail the Class Notice; process opt outs ("Elections Not to Participate in Settlement"), objections, and disputes; and disburse sums from the Qualified Settlement Fund.
- c. **Elections Not to Participate in Settlement.** The Class Members will have thirty (30) calendar days after the date on which the Settlement Administrator mails the Class Notice Packets (or the first business day after this deadline, if the deadline falls on a weekend or holiday) (the "Submission Deadline") to complete and submit to the Settlement Administrator the Election Not to Participate in Settlement Form.
 - i. In the event that an Election Not to Participate form is submitted timely but is deficient in one or more respects, the Settlement Administrator will return the form to the Class Member within five (5) business days of receipt with a notice explaining the deficiencies and stating that the Class Member will have seven (7) business days from the date of the deficiency notice to correct the deficiency and resubmit the form. The envelope containing the resubmitted form must be postmarked within seven (7) business days of the date of the deficiency notice to be considered timely. However, any cure period will not extend the Submission Deadline. If after the

cure period, the Election Not to Participate in Settlement form is not cured, it will be determined that the Class Member did not exclude himself or herself from the Settlement and will be bound by the Settlement.

- ii. The Settlement Administrator shall not review or consider any Election Not to Participate in Settlement form postmarked after the Submission Deadline, except upon mutual agreement by the Parties or as required by the Court.
 - iii. If a Class Member inadvertently does not receive a Class Notice, and requests to be included in the Settlement, no requests for inclusion may be accepted where funding has been exhausted by payment of other claims, but may be satisfied based upon uncashed check funds prior to their distribution to an approved *cy pres* recipient.
- d. **Objections.** To object to the Settlement, a Class Member must, no later than the Submission Deadline, complete and submit to the Settlement Administrator a written objection (along with any supporting documents). The written objection must set forth (i) the objecting person's full name, address, and telephone number; (ii) the words "Notice of Objection" or "Formal Objection"; (iii), in clear and concise terms, the legal and factual arguments supporting the objection; (iv) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (v) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. Class Members who fail to make objections in this manner shall be deemed to have waived all objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement or this Settlement Agreement. Class Members may not both object to the Settlement and request to be excluded from the Settlement. Class Members who timely and properly submit a written objection have the option to appear at the Final Approval Hearing, either in person or through their own counsel at their own expense. To appear, Class Members must include a statement about the intent to appear at the Final Approval Hearing ("Notice of Intention to Appear") in the objection. No Class Member shall be entitled to be heard at the Final Approval Hearing without permission of the Court unless the Class Member includes the Notice of Intention to Appear. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.
- e. **Provision of Class Member Names to Settlement Administrator.**

Within five (5) calendar days of Preliminary Approval of the Settlement, Defendants shall provide the Settlement Administrator and Plaintiffs' counsel with the names, most recent known mailing address and telephone number, and the respective number of workweeks that each Class Member worked for Defendants as a non-exempt employee during the Settlement Class Period in a readable Microsoft Office Excel spreadsheet (collectively "Class List and Data"). Within five (5) calendar days of Preliminary Approval of the Settlement, Defendants shall provide the Settlement Administrator Settlement Administrator (but not Plaintiffs' counsel) with Social Security numbers for each Class Member and Aggrieved Employee. Plaintiffs' counsel and the Settlement Administrator will then have an opportunity to review the data provided and to calculate each Class Member's estimated Settlement Share. If there is an unanticipated delay in the Settlement Administrator's review of the data, the Parties agree to jointly apply to the Court for an extension of the schedule provided herein to allow the Parties to resolve any issues with the Class List and Data. The above-described information will be provided to the Settlement Administrator on a confidential basis, and the Settlement Administrator shall not use this information for any purpose other than the administration of this settlement in accordance with the terms of this Settlement Agreement. The Settlement Administrator shall not disclose the information to any third party.

- f. **Class List and Data Confirmation Checks.** Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, to update and correct for any known or identifiable address changes. If a new address is obtained by a way of a returned Class Notice, then the Settlement Administrator shall promptly forward the original Class Notice to the updated address via first-class regular U.S. Mail indicating on the original Class Notice the date of such remailing. Where a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a computer/SSN and "skiptrace" search to obtain an updated address. If no current address is located, the Class Notice for that individual will be deemed undeliverable. If the procedures herein are followed, Defendants, Class Counsel and the Settlement Administrator shall be deemed to have satisfied their obligation to provide the Class Notice to the Class, and any Participating Class Members shall be deemed to have released the Released Claims against the Released Parties, regardless of whether they received the Class Notice or their settlement check.
- g. **Mailing of Notice.** Within five (5) calendar days after receipt of the Class List and Data, the Settlement Administrator shall mail the Class

Notice Packet to Class Members via first-class regular U.S. Mail. Class Members will have thirty (30) calendar days from the mailing of the Class Notice to submit Elections Not to Participate in Settlement or objections to the Settlement.

- h. **Class Member Disputes.** If a Class Member disagrees with the number of pay periods used to calculate his or her estimated Settlement Share, the Class Member must complete and send a notice of dispute to the Settlement Administrator, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules or personal logs. To be considered, the notice of dispute and supporting written documentation must be received by the Settlement Administrator no later than twenty (20) calendar days after the postmark date of the Class Notice. The Settlement Administrator shall immediately notify Class Counsel and Defense Counsel of any such disputes by sharing with both Class Counsel and Defense Counsel the notice of dispute and any documentation submitted by a Class Member in support of his or her dispute. The Settlement Administrator shall make the final determination regarding the dispute based on the written documentation submitted by the Class Member and any materials submitted by Class Counsel and/or Defense Counsel within five (5) calendar days of receipt of the notice of dispute and supporting written documentation. The Settlement Administrator shall inform Class Counsel, Defense Counsel, and the Class Member of the final determination by a telephone call and by an email or regular U.S. Mail if no email for that Class Member is available.
- i. **Certification of Opt-Outs.** All Elections Not to Participate will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defense Counsel the Elections Not to Participate that were timely submitted.
- j. **Expiration of Settlement Checks.** Any checks issued by the Settlement Administrator to Class Members shall be negotiable for 180 calendar days from issuance.
- k. **Declaration of Due Diligence.** At least 20 court days (20) Court days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration of due diligence and proof of mailing regarding the mailing of the Class Notice, and any attempts by the Settlement Administrator to locate the members of the Class (“Due Diligence Declaration”), to Class Counsel and Defense Counsel for presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

3. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to or Election Not to Participate in the Settlement, and Defendants hereby waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment sought by them.
4. **Distribution to Class Members, Plaintiffs, and Class Counsel.** The occurrence of the Effective Date is a prerequisite to any distributions from the Gross Settlement Amount. If all other conditions necessary for the Effective Date have been satisfied, the Settlement Administrator will release the total amount of payments due to Plaintiffs, the LWDA, and Participating Class Members within ten (10) business days of: (a) the last day on which to appeal an order granting final approval of the Settlement if timely objections are filed, or the resolution of any such appeal that does not alter the terms of the Settlement; or (b) if no timely objections are filed, the date upon which the Court enters an order granting final approval of the Settlement. At or after this time, Class Counsel will determine the date of distribution of fees and/or costs to Class Counsel and the Settlement Administrator.
5. **Uncashed or Returned Settlement Share Checks.** The Settlement Administrator will provide notice to Class Counsel and Defense Counsel of any settlement checks returned as undeliverable and any settlement checks remaining un-cashed for more than 180 calendar days after issuance. In the event any Class Member cannot be located within 180 days of the expiration of the initial settlement checks, funds represented by uncashed settlement check(s) will be distributed to a proper *cy pres* recipient to be approved by the Court.
6. **Final Report by Settlement Administrator to Court.** Within seven (7) business days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties a declaration proving a final report on the disbursements of all funds from the Settlement Amount.
7. **Escalator Provisions.** The Gross Settlement Amount is based on an estimate of 109 Class Members. If the total number of employees exceeds 119,

Defendant at its option can either choose to (1) cut off the end of the class date on which the total number of Class Members reaches 120, or (2) increase the Class Settlement portion of the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of Class Members above 119.

F. Settlement Administration.

1. **Monitoring and Reviewing Settlement Administration.** The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Agreement.

IV. RELEASE OF CLAIMS.

- A. **Plaintiffs.** In consideration of their Settlement Shares, and the other terms and conditions of the Settlement, Plaintiffs and their heirs, hereby fully and finally release Defendants and their owners, directors, officers, managing agents (i.e., namely, Miles F. Lantier, Shannon Tushingham, Harrison Lantier, Marilyn Hammand, and Diane Lassar), attorneys (i.e., James Walter Michalski and Diana B. Sherman) and accountants (Terry Allen, CPA of Completax), from any and all claims, rights, demands, liabilities, obligations, penalties, costs, expenses, attorneys' fees, rights, damages, suits, indemnities, actions and causes of action of every nature and description whatsoever in law, equity or otherwise, or any other monetary or non-monetary relief, that any of them had, now have, or may have in the future, including any arising in any way from Plaintiffs' employment with Defendants or the cessation thereof, whether such claims are known or unknown, suspected or unsuspected, arising on or before the date on which Plaintiffs sign this Agreement (unless a release of claims is excluded by law). Plaintiffs further expressly waive any rights against Defendants and the Released Parties conferred upon them by California Civil Code Section 1542, and expressly consents that this Agreement shall be given full force and effect according to all of its terms, including those terms relating to unknown and unsuspected claims, if any. Section 1542 provides as follows:

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.

- B. **DEFENDANTS.** Defendants hereby release Plaintiffs and their attorneys, from any and all known claims, actions, rights, obligations or causes of action of any kind whatsoever it had or now has, arising on or before the date on which it signs this

Agreement, except as to claims related to enforcement of this Settlement. Defendants further expressly waive any rights against Plaintiffs conferred upon them by California Civil Code Section 1542 and expressly consents this Agreement shall be given full force and effect according to all its terms, including those terms relating to unknown and unsuspected claims, if any. Section 1542 provides as follows:

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.

- C. **Participating Class Members.** In consideration of, and subject to, Defendants' payment of the Gross Settlement Amount and other terms and conditions of this Agreement, each Class Member who does not submit a timely and valid Election Not to Participate in Settlement, shall, upon the Effective Date, be deemed to have released Defendants from any and all claims made against Defendants based on the facts or claims alleged in the Lawsuit, Plaintiffs' PAGA notice letter, or both. By way of example only, the Released Claims include but are not limited to claims for unpaid wages, overtime pay, meal breaks, rest breaks, inaccurate wage statements, unreimbursed business expenses, statutory penalties, civil penalties, injunctive relief, interest, costs and attorneys' fees.
- D. **Participating Class Members' Released Claims Period.** The Participating Class Members' Released Claims are those that accrued during the Settlement Class Period.
- E. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. In addition, Plaintiffs and Participating Class Members may not contribute any portion of their Settlement Shares to Defendants' 401(k) or other benefit plans if they exist.
- F. **Miscellaneous Terms.**
 - 1. **No Admission of Liability.** Defendants deny each and all the claims alleged by Plaintiffs and Class Members in the Lawsuit. In addition, Defendants contend they have complied with their obligations under California law. Neither this settlement, nor any document referred to or contemplated

therein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing or liability whatsoever. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Lawsuit will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.
3. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.
4. **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 successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Lawsuit and have arrived at this Settlement and this Agreement through arms-length negotiations, considering all relevant

factors, current and potential, and will so represent to the court.

8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
9. **Extension of all deadlines in case.** Signing this agreement extends all deadlines in case, including discovery and trial deadlines. This also extends the deadline to bring this action to trial until December 31, 2026.
10. **Choice of law.** This agreement shall be governed by the internal laws of the State of California.
11. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Stan S. Mallison
Hector R. Martinez
Cody A. Bolce
MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
Oakland, California 94612
Telephone: (510) 832-9999
Facsimile: (510) 832-1101

To Defendants:

James Walter Michalski
MICHALSKI LAW OFFICES
17011 Beach Boulevard, Suite 900
Huntington Beach, CA 92647
Telephone: (818) 489-5069

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Date: 8/13/2025


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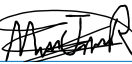
Manuel Rivas

Date: 8/13/2025


ID W2sT4WY7duC2gqUQAzmykMVm

Javier Torres

Date: 8/13/2025


ID mas1HcecdLiMpsJzwM5j4iQT

Misael Ramos

Date:

Miles F. Lantier

Date:

Authorized Representative
of ICTents LLC

Print Name

Date:

Authorized Representative
of Lantier Tent Structures Limited

Print Name

Date: _____

Javier Torres

Date: _____

Misael Ramos

Date: 8/6/25



Miles F. Lantier

Date: 8/6/25



Authorized Representative
of ICTents LLC

Miles F. Lantier
Print Name

Date: 8/6/25



Authorized Representative
of Lantier Tent Structures Limited

Miles F. Lantier
Print Name