

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RAFAEL MEZA and FRANCISCO R.
JARAMILLO JR., on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

FRONTIER CALIFORNIA INC, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

REANA ARMENTA, an individual; ALYSSA
MUÑEZ, an individual; and ELLIOT
THOMAS, an individual; and on behalf of all
other aggrieved employees,

Plaintiffs,

v.

FRONTIER CALIFORNIA INC., a California
corporation; FRONTIER
COMMUNICATIONS CORPORATE
SERVICES INC., a Delaware corporation;
CITIZENS TELECOM SERVICES
COMPANY L.L.C., a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV19687 (c/w 22STCV37395)
and Case No. 23STCV20482

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Assigned for all purposes to:
Hon. Elihu M. Berle, Spring Street Dept. 6

Actions Filed: 05/22/2020 (20STCV19687)
11/29/2022 (22STCV37395)
08/25/2023 (23STCV20482)

Trial Date: TBD

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (the “Agreement”) is made by and between plaintiffs Francisco Jaramillo Jr. (“Jaramillo”), Rafael Meza (“Meza”), and Elliot Thomas (“Thomas”) (together “Plaintiffs”), on the one hand, and Frontier California Inc. (“Frontier”) and Citizens Telecom Services Company LLC (“Citizens Telecom”) (together “Defendants”), on the other hand, in connection with the civil actions pending in the Superior Court of the State of California for the County of Los Angeles as *Rafael Meza and Francisco Jaramillo, Jr. v. Frontier California Inc.* (Case No. 20STCV19687 c/w 22STCV37395) and *Reana Armenta, Alyssa Muñoz, and Elliot Thomas v. Frontier California Inc. et al.* (Case No. 23STCV20482). This Agreement refers to Jaramillo, Meza, Thomas, Frontier, and Citizens Telecom as the “Parties,” with each individually being referred to herein as a “Party.”

RECITALS

- A. Frontier is a California corporation with a principal place of business in Irvine, California. Frontier provides various telecommunications services to residential, commercial, and wholesale customers in California.
- B. Citizens Telecom is a Delaware limited liability company with a principal place of business in Norwalk, Connecticut. Citizens Telecom is an affiliate of Frontier that provides corporate services, including payroll and purchasing services to Frontier and certain other subsidiaries of Frontier’s parent company. Citizens Telecom also employs workers at call centers that field calls relating to Frontier’s business.
- C. At all times relevant to this Agreement, Frontier and Citizens Telecom have been indirect wholly owned subsidiaries of Frontier Communications Parent Inc., a Delaware corporation with a principal place of business in Dallas, Texas. On January 20, 2026, Frontier Communications Parent Inc. and its subsidiaries, including Frontier and Citizens Telecom, became wholly owned subsidiaries of Verizon Communications Inc., a Delaware corporation with a principal place of business in Basking Ridge, New Jersey.
- D. Plaintiffs are each current or former non-exempt California employees of Frontier. Jaramillo is a former Frontier employee who worked for Frontier or its predecessor entities as a Fiber Network Field Technician based in Santa Fe Springs, California, from January 9, 2006, until November 9, 2019. Meza is a former Frontier employee who worked for Frontier or its predecessor entities as a Customer Service Technician II based in Downey, California, from January 22, 2007, until June 15, 2021. Thomas is a current Frontier employee who has worked for Frontier or its predecessor entities since November 16, 2015. Thomas is currently employed by Frontier as a Fiber Network Field Technician, based in Upland, California.
- E. On March 17, 2020, Jaramillo provided the California Labor and Workforce Development Agency (the “LWDA”) and Frontier with written notice pursuant to California Labor Code section 2699.3(a) of Jaramillo’s intent to seek civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for alleged violations of the California Labor Code, the specific provisions of the California Labor Code alleged to have been violated,

and the facts and theories to support the alleged violations. On May 22, 2020, Jaramillo filed a PAGA action in the Superior Court of the State of California for the County of Los Angeles captioned as *Francisco Jaramillo Jr. v. Frontier California Inc.* (Case No. 20STCV19687). In it, Jaramillo alleged that Frontier subjected its non-exempt California employees to violations of the California Labor Code provisions relating to, among other items, paying regular and overtime wages for all hours worked; providing meal and rest breaks; reimbursing business-related expenses; providing itemized wage statements; and timely paying all earned and unpaid wages upon separation from employment.

- F. On November 29, 2022, Meza filed a putative wage and hour class action in the Superior Court of the State of California for the County of Los Angeles on behalf of all current and former non-exempt California employees captioned as *Rafael Meza v. Frontier California Inc.* (Case No. 22STCV37395). In it, Meza alleged that Frontier violated the Labor Code provisions relating to, among other items, paying minimum and overtime wages for all hours worked; providing meal and rest periods; timely paying all wages due upon the voluntary or involuntary termination of employment; furnishing itemized wage statements; timely paying final wages during employment; reimbursing business-related expenses; repaying security deposits for uniforms with interest; and paying employees for their accrued and unused paid vacation time upon separation of employment.
- G. On August 25, 2023, Thomas provided the LWDA, Frontier, and Citizens Telecom with written notice pursuant to California Labor Code section 2699.3(a) of Thomas's intent to seek civil penalties under the PAGA for alleged violations of the California Labor Code, the specific provisions of the California Labor Code alleged to have been violated, and the facts and theories to support the alleged violations. On that same day, Thomas, together with two other plaintiffs, filed a putative wage and hour class action in the Superior Court of the State of California for the County of Los Angeles on behalf of all current and former non-exempt California employees captioned as *Reana Armenta, Alyssa Muñoz, and Elliot Thomas v. Frontier California Inc. et al.*, (Case No. 23STCV20482). In it, Thomas alleged that Frontier and Citizens Telecom violated the Labor Code provisions relating to, among other items, paying minimum and overtime wages for all hours worked; providing meal and rest periods; timely paying all wages due upon the termination of employment; furnishing itemized wage statements; reimbursing business-related expenses; and maintaining required payroll records. Thomas later amended the complaint to include claims under PAGA. Plaintiffs Reana Armenta and Alyssa Muñoz were later dismissed from the action.
- H. On April 3, 2024, the Superior Court of the State of California for the County of Los Angeles ordered the *Jaramillo* PAGA action and *Meza* class action consolidated for all purposes under Case No. 20STCV19687. The consolidated action is now captioned as *Rafael Meza and Francisco Jaramillo, Jr. v. Frontier California Inc.*, (Case No. 20STCV19687 c/w 22STCV37395).
- I. Defendants deny all claims alleged, or that have been alleged, by Plaintiffs in their respective civil actions; maintain that Defendants complied with all applicable laws at all relevant times; disclaim any liability, culpability, negligence, or wrongdoing whatsoever

in connection with the civil actions and the events alleged therein; and deny that Plaintiffs, or any of them, are entitled to any recovery whatsoever.

- J. On March 24, 2026, the Parties participated in a full-day global mediation of the claims *Rafael Meza and Francisco Jaramillo, Jr. v. Frontier California Inc.*, (Case No. 20STCV19687 c/w 22STCV37395) and *Reana Armenta, Alyssa Muñoz, and Elliot Thomas v. Frontier California Inc. et al.*, (Case No. 23STCV20482) with mediator Michael Dickstein.
- K. After participating in a full-day mediation, evaluating the strengths and weaknesses of their respective positions in the lawsuits, and considering the time, expense, and risk associated with litigating each of the claims and defenses in the lawsuits to a judgment, the Parties agreed to terms for fully and finally resolving all claims or causes of action that were alleged by Plaintiffs (either directly or through a representative action under PAGA) in the lawsuits and all claims or causes of action that reasonably could have been alleged in any of the lawsuits based on the facts contained in any pleading ever filed in any of the lawsuits, in any of the PAGA Notices, in any discovery response served by Plaintiffs in the lawsuits, or in connection with the mediation of the lawsuits.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises contained in this Agreement, the Parties hereby agree to the following Settlement Terms.

SETTLEMENT TERMS

1. Definitions

The following definitions shall apply to capitalized terms used in this Agreement. In addition to the defined terms in this Section 1, other terms may be defined in the Agreement with capitalized and underlined text appearing in quotations at the first reference to the defined term.

1.1. Armenta Action

The “Armenta Action” means the civil action presently pending in the Superior Court of the State of California for the County of Los Angeles as *Reana Armenta, Alyssa Muñoz, and Elliot Thomas v. Frontier California Inc. et al.*, Case No. 23STCV20482.

1.2. Approval Judgment

The “Approval Judgment” means the judgment entered by the Superior Court, or another court of competent jurisdiction, on the Final Approval Order.

1.3. Class Data

“Class Data” means information in Defendants’ possession, custody, or control relating to the identity and work history for the Covered Individuals, including, but not limited to, a Covered Individual’s name, Social Security number, last-known mailing address, employment history, rates of pay, number of Qualifying Pay Periods (as defined in Section 1.40), and number of Qualifying Workweeks (as defined in Section 1.41).

1.4. Costs Award

The “Costs Award” means a payment out of the Gross Settlement Amount to Plaintiffs’ Counsel pursuant to California Code of Civil Procedure section 1032(b), California Labor Code section 218.5(c), California Labor Code section 2802(c), the 2016 version of California Labor Code section 2699(g), or other law applicable to the claims in the Lawsuits as reimbursement for the litigation-related costs that Plaintiffs’ Counsel have already incurred in the Lawsuits and reasonably expect to incur in the Lawsuits through and including the date of the Approval Judgment and that are allowable as “costs” under California Code of Civil Procedure sections 1032 and 1033.5.

1.5. Covered Individuals

“Covered Individuals” means all Settlement Class Members and PAGA Group Members, each of whom is a “Covered Individual.”

1.6. Date of Finality

The “Date of Finality” means the following:

- (a) if neither the LWDA nor any Settlement Class Member objects to the Agreement, the date when the Superior Court, or another court of competent jurisdiction, enters the Approval Judgment.
- (b) if the LWDA and/or a Settlement Class Member objects to the Agreement, the latter of either: (i) the date when the deadline for filing an appeal from the Approval Judgment expires without the timely filing of a notice of appeal from the Approval Judgment, or (ii) if the LWDA or a Settlement Class Member timely appeals the Approval Judgment, the day after the appellate court affirms the Approval Judgment and issues a remittitur.

1.7. Defense Counsel

“Defense Counsel” means Keith A. Goodwin of Sheppard Mullin Richter & Hampton LLP, counsel of record for Defendants in the Lawsuits.

1.8. Defendants

“Defendants” means Frontier California Inc. and Citizens Telecom Services Company LLC.

1.9. Effective Date

The “Effective Date” means the date when both: (a) the Approval Judgment has been entered and (b) the Date of Finality occurs.

1.10. Eligible Settlement Class Members

An “Eligible Settlement Class Member” means a person who worked for either of the Defendants in California as a non-exempt employee at any time during the Settlement Period and who may

become a Settlement Class Member if they do not timely and validly request exclusion from the Settlement Class in accordance with the procedure set forth in Section 7.7 of this Agreement.

1.11. Fees Award

The “Fees Award” means a payment out of the Gross Settlement Amount to Plaintiffs’ Counsel as an award of reasonable attorney’s fees pursuant to California Code of Civil Procedure section 1021.5, California Labor Code section 218.5(c), California Labor Code section 2802(c), or other applicable law to reimburse Plaintiffs’ Counsel for the attorney’s fees they already incurred in the Lawsuits and that they reasonably expect to incur in the Lawsuits through and including the date of the Approval Judgment.

1.12. Final Approval Hearing

The “Final Approval Hearing” means a hearing on the Motion for Final Approval (as defined in Section 10 of this Agreement) for the Superior Court, or another court of competent jurisdiction, to review the Parties’ completion of the settlement administration process set forth in Section 7 of this Agreement, evaluate any objections submitted by Settlement Class Members in accordance with Section 7.8 of this Agreement, review and consider the rate of participation by Eligible Settlement Class Members, and make a final determination as to whether the terms of this Agreement are fair, reasonable, and adequate, in the best interest of the Covered Individuals, in furtherance of the purposes of PAGA, and should be given final approval.

1.13. Final Approval Order

The “Final Approval Order” means the order or statement of decision by the Superior Court granting final approval of this Agreement.

1.14. Gross Settlement Amount

The “Gross Settlement Amount” means the total gross sum of Seven Million Five Hundred Thousand Dollars and Zero Cents (\$7,500,000), which, unless increased pursuant to Section 9 of this Agreement, shall be the total and maximum amount that Defendants will be required to pay under this Agreement, exclusive of any employer-side payroll taxes attributable to the “Wage Portion” of any “Individual Class Award” (as those terms are defined in this Agreement), to fully and finally settle the allegations in the Operative Complaints, and any causes of action arising therefrom, in accordance with the terms of this Agreement, and which shall be inclusive of any amounts approved by the Superior Court in accordance with this Agreement for Service Awards to Plaintiffs, PAGA Penalties, a Fees Award to Plaintiffs’ Counsel, a Costs Award to Plaintiffs’ Counsel, Administration Costs to the Settlement Administrator, and Individual Class Awards.

1.15. Jaramillo

“Jaramillo” means and refers to plaintiff Francisco Jaramillo Jr. in the *Meza-Jaramillo* Action (as defined in Section 1.19 of this Agreement).

1.16. Lawsuits

The “Lawsuits” means and refers to the *Armenta* Action (as defined in Section 1.1 of this Agreement) and *Meza-Jaramillo* Action (as defined in Section 1.19 of this Agreement) as a collective group.

1.17. LWDA

The “LWDA” means and refers to the California Labor and Workforce Development Agency.

1.18. Meza

“Meza” means and refers to plaintiff Rafael Meza in the *Meza-Jaramillo* Action (as defined in Section 1.19 of this Agreement).

1.19. Meza-Jaramillo Action

The “Meza-Jaramillo Action” means the consolidated civil action presently pending in the Superior Court of the State of California for the County of Los Angeles as *Rafael Meza and Francisco Jaramillo, Jr. v. Frontier California Inc.*, Case No. 20STCV19687 c/w 22STCV37395.

1.20. Notice Packet

The “Notice Packet” means the Notice of Proposed Settlement and Final Approval Hearing collectively attached hereto as **Exhibit A**.

1.21. Operative Complaints

The “Operative Complaints” means and includes both: (a) the Second Amended Consolidated Class Action Complaint that Meza and Jaramillo filed in the *Meza-Jaramillo* Action on October 11, 2024, and (b) the First Amended Complaint that Thomas filed in the *Armenta* Action on November 30, 2023.

1.22. PAGA

“PAGA” means the version of the California Labor Code Private Attorneys General Act of 2004 codified in Part 13 of Division 2 of the California Labor Code as Labor Code sections 2698 through 2699.8 that was in effect from January 1, 2016, until July 1, 2024, when California State Assembly Bill No. 2288 (2024) and California State Senate Bill No. 92 (2024) made non-retroactive amendments to California Labor Code sections 2699 and 2699.3.

1.23. PAGA Group

The “PAGA Group” means all persons who worked for either of the Defendants in California as a non-exempt employee at any time during the Settlement Period.

1.24. PAGA Group Member

A “PAGA Group Member” means any person within the PAGA Group.

1.25. PAGA Notices

The “PAGA Notices” means and refers to both of following:

(a) The letter that plaintiff Francisco Jaramillo Jr. filed with the LWDA and sent to Frontier California Inc. and Frontier Communications Corporation via certified U.S. Mail on March 17, 2020, to provide written notice pursuant to California Labor Code section 2699.3(a) of plaintiff Francisco Jaramillo Jr.’s intent to seek civil penalties under the PAGA for alleged violations of the California Labor Code, the specific provisions of the California Labor Code alleged to have been violated, and the facts and theories to support the alleged violations.

(b) The letter that plaintiff Elliot Thomas filed with the LWDA and sent to Frontier California Inc., Citizens Telecom Services Company LLC, and Frontier Communications Corporate Services Inc. via certified U.S. Mail on August 25, 2023, to provide written notice pursuant to California Labor Code section 2699.3(a) of plaintiff Elliot Thomas’s intent to seek civil penalties under the PAGA for alleged violations of the California Labor Code, the specific provisions of the California Labor Code alleged to have been violated, and the facts and theories to support the alleged violations.

1.26. PAGA Penalties

The “PAGA Penalties” means the total amount paid out of the Gross Settlement Amount as civil penalties under PAGA, with 75% allocated to the LWDA and 25% allocated to the PAGA Group, for the settlement of the Released PAGA Claims.

1.27. PAGA Representatives

The “PAGA Representatives” means Jaramillo and Thomas, each of whom may be referred to individually as a “PAGA Representative.”

1.28. Plaintiffs

“Plaintiffs” means and refers to the three named plaintiffs in the Lawsuits—Francisco Jaramillo Jr., Rafael Meza, and Elliot Thomas—as a collective group. Plaintiffs may each be referred to individually in this Agreement as a “Plaintiff.”

1.29. Plaintiffs’ Counsel

“Plaintiffs’ Counsel” means the following attorneys and law firms representing one or more of the Plaintiffs in the Lawsuits:

- (a) attorneys Joseph Lavi, Vincent Granberry, Eric Tims, and Paolo Policastro of Lavi & Ebrahimian LLP;
- (b) attorney Sahag Majarian II of the Majarian Law Group;
- (c) attorneys David D. Bibiyan, Vedang J. Patel, and Brandon M. Chang of Bibiyan Law Group PC; and

(d) attorneys Matthew J. Matern and Mikael H. Stahle of Matern Law Group PC.

1.30. Preliminary Approval Order

The “Preliminary Approval Order” means an order or statement of decision by the Superior Court granting preliminary approval of this Agreement substantially in the same form attached to this Agreement as **Exhibit B**.

1.31. Released Parties

The “Released Parties” means all of the following: (a) Frontier California Inc., (b) Citizens Telecom Services Company LLC; (c) all current or former parent entities, subsidiaries, sister entities, or affiliated entities of Frontier California Inc. and Citizens Telecom Services Company LLC, including, but not limited to, Verizon Communications Inc., Frontier Communications Parent Inc., Frontier Communications Intermediate LLC, Frontier Communications Holdings LLC, Newco West Holdings, and Citizens Newtel LLC; (d) all current or former officers, directors, partners, principals, owners, shareholders, employees, agents, representatives, attorneys, fiduciaries, successors, or assigns of Frontier California Inc. and Citizens Telecom Services Company LLC; and (e) all current or former officers, directors, partners, principals, owners, shareholders, employees, agents, representatives, attorneys, fiduciaries, successors, or assigns of any current or former parent entities, subsidiaries, sister entities, or affiliated entities of Frontier California Inc. and Citizens Telecom Services Company LLC.

1.32. Request for Exclusion

A “Request for Exclusion” means an Eligible Settlement Class Member’s written request to the Settlement Administrator for exclusion from the Settlement Class that is timely submitted in accordance with the procedures in Section 7.7 of this Agreement.

1.33. Service Award

A “Service Award” means and refers to a payment out of the Gross Settlement Amount to a Plaintiff paid in recognition and consideration of their respective roles, efforts, services, and risks assumed in bringing the class action and PAGA claims in the Lawsuits.

1.34. Settlement Administrator

The “Settlement Administrator” means ILYM Group Inc., the neutral third-party entity that the Parties have agreed to appoint to provide settlement administration services in furtherance of this Agreement.

1.35. Settlement Class

The “Settlement Class” means all persons who both: (a) worked for either of the Defendants in California as a non-exempt employee at any time during the Settlement Period and (b) do not timely and validly request exclusion from the Settlement Class in accordance with the procedure set forth in Section 7.7 of this Agreement.

1.36. Settlement Class Member

A “Settlement Class Member” means any person within the Settlement Class.

1.37. Settlement Period

The “Settlement Period” means the period from June 20, 2019, through May 23, 2026, inclusive.

1.38. Superior Court

The “Superior Court” means the Superior Court of the State of California for the County of Los Angeles.

1.39. Thomas

“Thomas” means and refers to plaintiff Elliot Thomas in the *Armenta* Action (as defined in Section 1.1 of this Agreement).

1.40. Qualifying Pay Period

A “Qualifying Pay Period” means any regular biweekly pay period during the Settlement Period in which a PAGA Group Member actually recorded any compensable hours worked as a non-exempt California employee for any of the Defendants. Any pay period where a PAGA Group Member did not record any hours worked for the entire pay period (e.g., due to a leave of absence, suspension, use of paid time off, etc.) will not count as a Qualifying Pay Period.

1.41. Qualifying Workweeks

A “Qualifying Workweek” means any period of seven consecutive 24-hour periods beginning on Sunday and ending on Saturday (i.e., a calendar week) during the Settlement Period in which a Settlement Class Member recorded any compensable hours worked as a non-exempt California employee for any of the Defendants. Any workweek where a Settlement Class Member did not record any hours worked for the entire workweek (e.g., due to a leave of absence, suspension, use of paid time off, etc.) will not count as a Qualifying Workweek.

2. No Admission of Liability

This Agreement represents a compromise and settlement of highly disputed claims. The Parties continue to dispute their respective claims and defenses against one another in the Lawsuits. As such, this Agreement, and the settlement memorialized therein, is made and entered into without any admission of liability, culpability, negligence, or wrongdoing by Defendants or the Released Parties, each and all of whom expressly deny and disclaim any liability, culpability, negligence, or wrongdoing whatsoever in connection with the Lawsuits and the events alleged therein. Neither the execution of this Agreement; its creation; any statements, discussions, communications, or any materials prepared, exchanged, issued, or used during the course of the negotiations leading up to the Agreement; the payment of any sum or consideration pursuant to this Agreement; nor the performance of any action required by, or in furtherance of, this Agreement is, or shall be construed

as, an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Released Parties.

Without limiting the foregoing, Plaintiffs each acknowledge and agree that Defendants are entering into this Agreement, and that Defendants and certain related persons or entities are providing specified consideration under this Agreement, solely and exclusively to resolve highly disputed claims that Plaintiffs are asserting against Defendants and some or all of the Released Parties in the Lawsuits and to avoid further disputes, legal proceedings, and attendant inconvenience and expenses. Therefore, nothing in this Agreement is intended, or shall be construed as, an admission by Defendants or any of the other Released Parties that any of the allegations in the Operative Complaints have merit, that Plaintiffs have standing to pursue claims against Defendants or any of the other Released Parties in the form of a class action, a collective action, or a representative action under PAGA, or that Defendants or any of the other Released Parties has any liability for any claim presently or previously asserted in the Lawsuits.

3. Monetary Terms of the Settlement

3.1. Gross Settlement Amount

Defendants will pay the total gross sum of \$7,500,000 (the “Gross Settlement Amount”), allocated and distributed in accordance with Section 3.2 of this Agreement, to fully and finally settle the Lawsuits—including the allegations in the Operative Complaints and the PAGA Notices and any causes of action arising therefrom—in accordance with the terms of this Agreement.

Unless escalated pursuant to Section 9 of this Agreement, the Gross Settlement Amount shall be the maximum total amount that Defendants shall be required to pay to settle the Lawsuits, but shall be exclusive of any employer-side payroll taxes (including, but not limited to, the employer’s share of any applicable taxes under the Federal Insurance Contributions Act for Social Security or Medicare, employer taxes under the Federal Unemployment Tax Act, and other applicable employer-side payroll taxes under federal, state, or local law) attributable to the “Wage Portion” of any “Individual Class Award,” as those terms are defined in Sections 3.2.6 and 3.3.5 of this Agreement. Defendants shall separately pay any employer-side payroll taxes attributable to the Wage Portions of Individual Class Awards under this Agreement.

Defendants shall not be required or called upon to pay any portion of the Gross Settlement Amount in a manner other than in the allocations set forth in Section 3.2, and, with the exception of Defendants’ obligation to separately pay employer-side payroll taxes attributable to the Wage Portion of Individual Settlement Awards, Defendants shall not be required or called upon to contribute more than the Gross Settlement Amount to the settlement of the Lawsuits unless Defendants elect to escalate the Gross Settlement Amount pursuant to Section 9 of this Agreement.

3.2. Allocation of the Gross Settlement Amount

The Gross Settlement Amount shall consist of the following categories of payments: Service Awards to Plaintiffs; PAGA Penalties; a Fees Award to Plaintiffs’ Counsel; a Costs Award to Plaintiffs’ Counsel; Administration Costs to the Settlement Administrator; and Individual Class Awards to Settlement Class Members. Subject to approval by the Superior Court, these amounts shall be paid and allocated as provided below in Sections 3.2.1 through 3.2.7 of this Agreement.

3.2.1. Service Awards to Plaintiffs

Plaintiffs' Counsel may request that Plaintiffs each be awarded and paid a "Service Award" out of the Gross Settlement Amount in recognition and consideration of their roles in prosecuting the class action and PAGA claims in the Lawsuits, the risks taken in serving as named class and PAGA representatives in the Lawsuits, and providing factual information and documentation necessary to the prosecution of the claims in the Lawsuits.

Defendants will not object to or oppose any request for a Service Award to Plaintiffs so long as the Service Award for each of the Plaintiffs does not exceed the amounts authorized under Section 3.2.1.1 of this Agreement and Plaintiffs cooperate in the administration and efforts to approve and implement the terms of this Agreement.

3.2.1.1 Authorized Amounts for Service Awards

Plaintiffs may request that they each be awarded and paid a Service Award of up to \$10,000.00 out of the Gross Settlement Amount.

3.2.1.2 Effect of Reduced Service Awards

This Agreement is not contingent upon the Superior Court approving Service Awards to Plaintiffs in amounts equal to the maximum amount authorized by Section 3.2.1.1 of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to deny the payment of a Service Award to Plaintiffs, or any of them, or to only approve Service Awards that are less than the amounts authorized by Section 3.2.1.1 or the specific amounts requested by Plaintiffs' Counsel.

If the Superior Court approves a Service Award to Jaramillo, Meza, and/or Thomas in an amount that is less than the amount authorized by Section 3.2.1.1, or declines to approve the payment of any Service Award to any of them, then: (a) only the approved and awarded amounts shall be paid as Service Awards; (b) the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the Service Awards; and (c) the difference between the amount authorized by Section 3.2.1.1 and the awarded amounts for the Service Awards shall be reallocated to the Class Payout Fund.

Neither Plaintiffs nor Plaintiffs' Counsel shall seek, request, or demand an increase in the Gross Settlement Amount or seek to modify, revoke, cancel, terminate, or void this Agreement based on the Superior Court denying, modifying, or reducing any request for a Service Award to Plaintiffs.

3.2.2. PAGA Penalties

Plaintiffs shall request that the total gross sum of \$1,800,000 be paid out of the Gross Settlement Amount as civil penalties for the settlement of the Released PAGA Claims as defined in Section 4.3 of this Agreement (the "PAGA Penalties"). Defendants will not object to or oppose this request so long as Plaintiffs do not request that more than the total gross sum of \$1,800,000 be allocated to PAGA Penalties.

3.2.2.1 The LWDA Payment

In accordance with the 2016 version of California Labor Code section 2699(i), which the Parties agree is the version of PAGA that covers this case, the gross sum of \$1,350,000, representing 75% of the PAGA Penalties, will be paid to the LWDA to support the LWDA's enforcement of California's labor laws, including the administration of PAGA, and education of employers and employees about their rights and responsibilities under the California Labor Code. This amount shall be known as the "LWDA Payment."

3.2.2.2 Individual PAGA Awards

In accordance with the 2016 version of California Labor Code section 2699(i), which the Parties agree is the version of PAGA that covers this case, the gross sum of \$450,000, representing 25% of the PAGA Penalties, will be distributed amongst each of the PAGA Group Members, with each PAGA Group Member's share being an "Individual PAGA Award."

Each PAGA Group Member's Individual PAGA Award shall be calculated as follows: First, the Settlement Administrator will divide the gross sum of \$450,000 by the total number of Qualifying Pay Periods worked by all PAGA Group Members to yield a "Per Pay Period Rate." Second, for each PAGA Group Member, the Settlement Administrator will multiply the Per Pay Period Rate by the number of Qualifying Pay Periods worked by the PAGA Group Member to yield the Individual PAGA Award for that PAGA Group Member.

3.2.2.3 Effect of Reduced PAGA Penalties

This Agreement is not contingent upon the Superior Court approving PAGA Penalties in an amount equal to the maximum amount authorized by Section 3.2.2 of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve PAGA Penalties in an amount that is less than the amount authorized by Section 3.2.2.

If the Superior Court approves an allocation of the Gross Settlement Amount to the payment of PAGA Penalties in an amount that is less than the amount authorized by Section 3.2.2 of this Agreement, then: (a) only the approved and awarded amounts shall be paid as PAGA Penalties; (b) the payment of the approved amount of PAGA Penalties shall constitute satisfaction of Defendants' obligations with respect to the PAGA Penalties; and (c) the difference between the amount authorized by Section 3.2.2 of this Agreement for PAGA Penalties and the awarded amount for PAGA Penalties shall be reallocated to the Class Payout Fund.

3.2.3. Fees Award

Plaintiffs' Counsel may request that up to 35% of the Gross Settlement Amount, which is the total gross sum of \$2,625,000 unless the Gross Settlement Amount is escalated pursuant to Section 9 of this Agreement, be awarded and paid to Plaintiffs' Counsel out of the Gross Settlement Amount as a Fees Award. Each of the law firms requesting a portion of the Fees Award shall substantiate the reasonableness of their share of the Fees Award by submitting a declaration under penalty of perjury and satisfactory documentation from each firm regarding their hourly rate(s), time spent

on the Lawsuits, and other factors reasonably necessary to establish the reasonableness of the claimed Fees Award under the applicable law.

Defendants will not object to or oppose this request so long as Plaintiffs' Counsel does not collectively request that more than 35% of the Gross Settlement Amount, as the same may be escalated pursuant to Section 9 of this Agreement, be awarded to Plaintiffs' Counsel as a Fees Award.

3.2.3.1 Potential Division or Sharing of the Fees Award

The Parties understand, acknowledge, and agree that Plaintiffs' Counsel may choose to share and divide the Fees Award amongst the various attorneys and law firms comprising Plaintiffs' Counsel. The Parties further understand, acknowledge, and agree that neither Defendants, Defense Counsel, nor any of the Released Parties is, was, or will be a party to any agreement regarding the sharing and division of the Fees Award amongst the various attorneys and firms comprising Plaintiffs' Counsel or other persons.

Plaintiffs' Counsel, and each of them, shall indemnify and hold harmless Defendants, Defense Counsel, and the Released Parties, and each of them, from and against any dispute or controversy of any kind regarding, arising out of, or in any way relating to any division or sharing of any of the Fees Award by Plaintiffs' Counsel, or any of them.

3.2.3.2 Effect of Reduced or Denied Fees Award

This Agreement is not contingent upon the Superior Court approving a Fees Award in an amount equal to the maximum amount authorized by Section 3.2.3 of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve a Fees Award to Plaintiffs' Counsel that is less than the amount authorized by Section 3.2.3 of this Agreement or to not approve any Fees Award at all.

If the Superior Court approves a Fees Award in an amount that is less than the amount authorized by Section 3.2.3 of this Agreement, or declines to approve any Fees Award at all, then: (a) only the approved and awarded amounts shall be paid as a Fees Award; (b) the payment of the approved Fees Award shall constitute satisfaction of Defendants' obligations with respect to the Fees Award; and (c) the difference between the amount authorized by Section 3.2.3 of this Agreement for the Fees Award and the amount awarded as a Fees Award shall be reallocated to the Class Payout Fund.

3.2.4. Costs Award

Plaintiffs' Counsel may request that an amount up to—but not exceeding—the amount actually incurred by Plaintiffs' Counsel in the Lawsuits for litigation-related costs allowable under California Code of Civil Procedure section 1033.5 be awarded and paid to Plaintiffs' Counsel out of the Gross Settlement Amount as a Costs Award, which shall be no greater than \$100,000.00. Each of the law firms requesting a portion of the Costs Award shall substantiate the reasonableness of their share of the Costs Award by submitting a declaration under penalty of perjury and satisfactory documentation showing the allowable costs actually incurred by that firm in connection with the Lawsuits.

This Agreement is not contingent upon the Superior Court approving a Costs Award in an amount equal to the maximum amount authorized by Section 3.2.4 of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve a Costs Award to Plaintiffs' Counsel, or any of them, that is less than the amount authorized by this Section 3.2.4 or to not approve any Costs Award to Plaintiffs' Counsel. If the Superior Court approves a Costs Award to Plaintiffs' Counsel, or any of them, in an amount that is less than the amount authorized by Section 3.2.4 of this Agreement, or declines to approve any Costs Award at all, then: (a) only the approved and awarded amounts shall be paid as a Costs Award; (b) the payment of the approved Costs Award shall constitute satisfaction of Defendants' obligations with respect to the Costs Award; and (c) the difference between the amount authorized by Section 3.2.4 of this Agreement for the Costs Award and the amount awarded as a Costs Award shall be reallocated to the Class Payout Fund.

3.2.5. Settlement Administration Costs

Up to \$19,950 may be paid to the Settlement Administrator for Administration Costs. No more than \$19,950 shall be paid to the Settlement Administrator for Administration Costs unless an increased amount is approved by the Superior Court upon a showing of good cause for an increased allocation to Administration Costs.

3.2.5.1 Effect of Reduced Administration Costs

This Agreement is not contingent upon the Superior Court approving Administration Costs in an amount equal to the maximum amount authorized by Section 3.2.5 of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve Administration Costs in an amount that is less than the amount authorized by Section 3.2.5 of this Agreement.

If the Superior Court approves Administration Costs in an amount that is less than the amount authorized by Section 3.2.5, then: (a) no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount and (b) the difference between the Administration Costs authorized by Section 3.2.5 and the Administration Costs approved by the Superior Court shall be reallocated to the Class Payout Fund.

3.2.5.2 Reallocation of Unused Administration Costs

If the Settlement Administrator actually incurs Administration Costs that are less than the amount the Superior Court approves for Administration Costs, the difference between the approved Administration Costs and the actual Administration Costs incurred by the Settlement Administrator shall be reallocated to the Class Payout Fund.

3.2.6. The Class Payout Fund and Individual Class Awards

The portion of the Gross Settlement Amount that remains after deducting the amounts approved by the Superior Court for the Service Awards, the PAGA Penalties, the Fees Award, the Costs Award, and the Administration Costs shall be called the "Class Payout Fund," which will be allocated to payments to Settlement Class Members for the release of their non-PAGA claims.

Each Settlement Class Member shall receive a share of the Class Payout Fund (an “Individual Class Award”) calculated as follows: First, the Settlement Administrator will divide the Class Payout Fund by the total number of Qualifying Workweeks worked by all Settlement Class Members to yield a “Per Week Rate.” Second, for each Settlement Class Member, the Settlement Administrator will multiply the Per Week Rate by the number of Qualifying Workweeks worked by the Settlement Class Member to yield the Individual Class Award for that Settlement Class Member.

3.2.7. Unpaid or Unclaimed Funds

Any unpaid cash residue and unclaimed or abandoned funds allocated for distribution to the Settlement Class will be reallocated to a “Cy Pres Fund.” In accordance with California Code of Civil Procedure section 384, the Cy Pres Fund will be paid to the California State Bar’s Greg E. Knoll Justice Gap Fund (the “Cy Pres Recipient”), a fund administered by the California State Bar’s Office of Access & Inclusion pursuant to Assembly Bill 2301 (2006) and California Business and Professions Code section 6033 to fund nonprofit organizations that provide free legal services to low-income Californians. The Parties shall request that the Cy Pres Recipient allocate the Cy Pres Fund for use in the County of Los Angeles.

3.3. Taxation and Tax Obligations for Settlement Payments

3.3.1. Taxation of Service Awards to Plaintiffs

The Service Awards shall be treated as IRS Form 1099 income and will not be taxed as wages. The Settlement Administrator will issue Plaintiffs an IRS Form 1099 reflecting the amount of their respective Service Awards, if any.

Plaintiffs shall each be solely and legally responsible for any and all tax obligations attributable to them, including all reporting and payment obligations, which may arise as a consequence of their receipt of a Service Award. Plaintiffs shall each indemnify and hold harmless Defendants, Defense Counsel, and each of the Released Parties from and against any claim or liability for taxes, penalties, or interest arising as a result of the payment of their respective Service Award.

3.3.2. Taxation of Payments to Plaintiffs’ Counsel

The Fees Award and the Costs Award shall be treated as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs’ Counsel for their respective share of the Fees Award and Costs Award. The Settlement Administrator shall also issue an IRS Form 1099 to Plaintiffs in connection with the payment of the Fees Award and the Costs Award to Plaintiffs’ Counsel.

Plaintiffs’ Counsel shall be solely and legally responsible for any and all tax obligations attributable to them, including all reporting and payment obligations, which arise as a consequence of Plaintiffs’ Counsel’s receipt of any Fees Award or Costs Award, or any share thereof. Plaintiffs’ Counsel shall indemnify and hold harmless Defendants, Defense Counsel, and each of the Released Parties from and against any claim or liability for taxes, penalties, or interest arising as a result of the payment of the Fees Award or the Costs Award, or any share thereof.

3.3.3. Taxation of PAGA Penalties to the LWDA

The LWDA Payment under Section 3.2.2.1 of this Agreement shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to the LWDA to the extent that one is required by law.

3.3.4. Taxation of Individual PAGA Awards

Each of the Individual PAGA Awards shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member who receives an Individual PAGA Award reflecting the amount of their Individual PAGA Award.

Each PAGA Group Member shall be solely and legally responsible for any and all tax obligations attributable to them, including all reporting and payment obligations, which may arise as a consequence of their receipt of an Individual PAGA Award under this Agreement.

3.3.5. Taxation of Individual Class Awards

Each Individual Class Award shall consist of wages, penalties, and interest, with 50% of each Individual Class Award allocated to the settlement of wage claims (the “Wage Portion”) and 50% of each Individual Class Award allocated to the settlement of claims for penalties and interest (the “Non-Wage Portion”). The Wage Portion shall be subject to applicable federal, state, and local tax withholdings and will be reported on an IRS Form W-2. The Non-Wage Portion shall be subject to treatment as IRS Form 1099 income and shall not be subject to tax withholding. The Settlement Administrator shall issue an IRS Form W-2 and IRS Form 1099 to each Settlement Class Member for the Wage Portion and Non-Wage Portion of their Individual Class Award.

Each Settlement Class Member shall be solely and legally responsible for any and all tax obligations attributable to them, including all reporting and payment obligations, that may arise as a consequence of their receipt of an Individual Class Award under this Agreement.

4. Releases of Claims

In consideration for the promises and consideration provided by Defendants under this Agreement, Plaintiffs, the Settlement Class Members, and the PAGA Group Members shall release claims against the Released Parties as set forth in this Section 4 on the Effective Date.

4.1. Releases by Plaintiffs

4.1.1. General Release of Claims by Plaintiffs

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 Awards, Jaramillo, Meza, and Thomas—on behalf of themselves and their respective current or former heirs, representatives, attorneys, executors, administrators, successors, and assigns—each fully, finally, forever, and to the maximum extent permitted by law release, remise, and discharge the Released

Parties, both individually and collectively, from any and all actions, charges, suits, claims, demands, rights, liabilities, obligations, debts, costs, attorney's fees, expenses, damages, losses, and causes of action of every nature and description whatsoever (regardless of whether they are asserted, unasserted, known, unknown, suspected, or unsuspected) that Plaintiffs now have or ever have had, or which Plaintiffs or their respective heirs, agents, representatives, attorneys, executors, administrators, successors, or assigns hereafter can, shall, or may have, based on any act, matter, omission, event, or other thing occurring or failing to occur during the Settlement Period in tort, in contract, under the common law, or for the violation of any federal, state, or local constitution, statute, law, rule, regulation, ordinance, or public policy (collectively the "Released Plaintiff Claims").

Without limiting the foregoing, the Released Plaintiff Claims include, but are not limited to, the Released Class Claims, the Released PAGA Claims, all claims or causes of action that were alleged by Plaintiffs (either directly or through a representative action under PAGA) in the Lawsuits and all claims or causes of action that reasonably could have been alleged in any of the Lawsuits based on the facts contained in any pleading ever filed in any of the Lawsuits, in any of the PAGA Notices, in any discovery response served by Plaintiffs in the Lawsuits, or in connection with the mediation of the Lawsuits.

The Released Plaintiff Claims do not and shall not: encompass any claims that cannot be released or waived as a matter of law; prohibit Plaintiffs from filing a charge, complaint, or report of possible violations of federal, state, or local law with any government entity or agency; prohibit Plaintiffs from participating in or cooperating with any investigation or proceeding by a government entity or agency relating to possible violations of federal, state, or local law; or include a waiver or release of any claims that Plaintiffs may have for workers' compensation benefits under California law.

4.1.2. Plaintiffs' Waiver of Rights under California Civil Code Section 1542

Plaintiffs each acknowledge and agree that the Released Plaintiff Claims are intended to include, and do include, claims they did not know or suspect to exist at the time of their execution of this Agreement and that the consideration given to Plaintiffs under this Agreement is also for the release and extinguishment of such claims. Accordingly, and in order to ensure and implement a full and complete release with respect to the Released Plaintiff Claims, Plaintiffs each knowingly and voluntarily waive any and all rights and benefits conferred by California Civil Code section 1542, which states:

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

As a result, the release of the Released Plaintiff Claims shall be effective as a bar to each and every claim that Plaintiffs have, may have, or may have ever had against Defendants or any of the other Released Parties through and including the Effective Date, regardless of whether those claims are presently known, unknown, suspected, or unsuspected.

4.1.3. Warranty re Ownership of Released Plaintiff Claims

Plaintiffs each represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement (including, but not limited to, the Released Plaintiff Claims).

In the event that any person or entity later claims an actual or purported transfer or assignment of rights or interests affecting the Released Plaintiff Claims, the Plaintiff or Plaintiffs alleged to have transferred or assigned said rights or interests shall indemnify and hold harmless Defendants and each of the Released Parties from and against any claim, demand, right, damage, liability, debt, account, action, cause of action, cost, or expense (including attorney's fees) arising out of, or in any way connected with the purported transfer or assignment.

4.1.4. Warranty re Liens and Encumbrances

Plaintiffs each represent and warrant, on their own behalf, that there are no liens or encumbrances on any portion of the Gross Settlement Amount payable to Plaintiffs or their counsel, including the Service Awards, the Fees Award, or the Costs Award. Plaintiffs also each represent and warrant on their own behalf that they have not assigned, transferred, or purported to assign or transfer to any person, firm or corporation any claim, demand, right, damage, liability, debt, account, action, cause of action, or any other matter released by them in this Agreement, including the Released Plaintiff Claims.

Plaintiffs each agree to indemnify and hold Defendants and the other Released Parties harmless against any claim, demand, right, damage, liability, debt, account, action, cause of action, cost, or expense (including attorney's fees) arising out of, or in any way connected with, any liens, encumbrances, transfer, or assignment—or any purported claimed lien, encumbrance, transfer, or assignment—relating to the Service Awards, the Fees Award, the Costs Award, or the Released Plaintiff Claims that is attributable to them.

4.1.5. Covenant Not to Sue

Plaintiffs each represent, warrant, and agree on their own behalf that they will not in any way hereafter commence, join, aid, or assist others in pursuing any claim, charge, or action against Defendants or any of the Released Parties for any acts or omissions released by Plaintiffs under this Agreement. This provision shall not preclude Plaintiffs, or any of them, from responding to subpoenas, court orders, or other legal process that require Plaintiffs, or any of them, to provide documents, testimony, or the like.

4.2. Release by Settlement Class Members

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 Awards, each Settlement Class Member—on behalf of themselves and their respective current or former heirs, representatives, attorneys, executors, administrators, successors, and assigns—fully, finally, forever, and to the maximum extent permitted by law releases, remises, and discharges the Released Parties, both individually and collectively, from any and all actions, charges, suits, claims, demands, rights, liabilities, obligations, debts, costs, attorney's fees, expenses, damages,

losses, and causes of action of every nature and description whatsoever arising, accruing, or occurring during the Settlement Period that were alleged in any of the Lawsuits, or that could have been alleged against any of the Released Parties based upon the facts alleged in the Operative Complaints or any other pleading filed by Plaintiffs, or any of them, in the Lawsuits (the “Released Class Claims”).

The Released Class Claims shall include, but not be limited to, all claims, charges, causes of action, demands, rights, liabilities, or obligations of any kind or description whatsoever under any federal, state, or local law, statute, ordinance, regulation, common law, or other source of law based on, or arising out of, the Released Parties, or any of them, actually or allegedly: (1) requiring any Settlement Class Member to work off the clock before the start of a shift in order to boot up, prepare, or assemble equipment to be ready to start working at the start of a shift or to convey work-related information to management or coworkers; (2) requiring any Settlement Class Member to work during a meal or rest period (either “on” or “off” the clock) either at the express direction of the Released Parties or due to perceived pressure created by a high volume of work; (3) requiring any Settlement Class Member to work off the clock after the end of a shift in order to shut down, clean up, or put away work equipment or to convey work-related information to management or coworkers for the next shift; (4) requiring any Settlement Class Member to work off the clock before or after the start of a shift in order to travel to or from any off-site job location; (5) failing to include incentive compensation or other non-discretionary payments in the calculation of the regular rate of pay for overtime, paid sick leave, meal period premiums, rest period premiums, or other payments calculated based on the regular rate of pay; (6) failing to pay premiums for short, missed, or late meal or rest periods and/or paying such premiums at a rate that is less than the regular rate of pay for the applicable workweek; (7) imposing terms and conditions on meal or rest periods that are inconsistent with the requirements of a compliant meal or rest period, such as requiring a Settlement Class Member to be responsive to communications during a meal or rest period or limiting a Settlement Class Member’s freedom of movement during a meal or rest period; (8) providing wage statements that failed to comply with California Labor Code section 226(a) because they either omitted categories of information required under section 226 (including, but not limited to, the inclusive dates of pay periods) or failed to accurately report the correct rates of pay and hours worked at each rate of pay; (9) not reimbursing any Settlement Class Member for necessary work-related expenses such as charges incurred to use personal cell phones for work-related tasks, purchasing tools or boots for work as a technician, or the cost of internet to perform work from home; or (10) not maintaining accurate payroll or time records.

Without limiting the foregoing, the Released Class Claims include, but are not limited to, any claims alleged, or which could have been alleged, in any of the Lawsuits based on the foregoing under the California Labor Code (including sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 227.3, 233, 245–249, 256, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2802.1, and/or 2804); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the Federal Fair Labor Standards Act (29 U.S.C. §§ 201–219); and claims for prejudgment interest, penalties, or damages in connection with such claims alleged in the Lawsuits.

4.3. Release by the PAGA Group

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 Awards, the PAGA Representatives, each of the PAGA Group Members, the State of California and its enforcement agencies (including the LWDA) through the PAGA Representatives, and each of the foregoing's respective current or former heirs, assigns, executors, administrators, and agents fully, finally, forever, and to the maximum extent permitted by law releases, remises, and discharges the Released Parties, both individually and collectively, from any and all claims for civil penalties under PAGA (or, in the case of the LWDA, directly in a civil action) based on any alleged violations of the California Labor Code during the Settlement Period alleged in the Lawsuits or the PAGA Notices, or that could have been alleged against any of the Released Parties in the Lawsuits based upon the facts that Plaintiffs, or any of them, alleged in any pleading filed in the Lawsuits or any written notice of alleged violations of the California Labor Code that Plaintiffs, or any of them, filed with the LWDA under PAGA in connection with the Lawsuits (including the PAGA Notices), including any alleged violations of the California Labor Code encompassed by the Released Class Claims—regardless of whether they are known, unknown, fixed, contingent, suspected, or unsuspected (the “Released PAGA Claims”).

Without limiting the foregoing, and in order to ensure and implement a full and complete release with respect to the Released PAGA Claims, the PAGA Representatives, each of the PAGA Group Members, the State of California and its enforcement agencies (including the LWDA) through the PAGA Representatives, and each of the foregoing's respective current or former heirs, assigns, executors, administrators, and agents shall, 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 Awards, waive any and all rights and benefits conferred by California Civil Code section 1542 with respect to the Released PAGA Claims. Section 1542 states:

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

As a result of the waiver or rights under California Civil Code section 1542, the release of the Released PAGA Claims shall be effective as a bar to each and every claim within the scope of Released PAGA claims that the PAGA Representatives, each of the PAGA Group Members, the State of California and its enforcement agencies (including the LWDA) through the PAGA Representatives, and each of the foregoing's respective current or former heirs, assigns, executors, administrators, and agents has, may have, or may have ever had against Defendants or any of the other Released Parties through and including the Effective Date, regardless of whether those claims are presently known, unknown, suspected, or unsuspected.

5. Motion for Preliminary Approval

Upon executing this Agreement, the Parties shall cooperate and use their best efforts to prepare and promptly file a motion for approval of the PAGA settlement in this Agreement and preliminary

approval of the class action settlement in this Agreement that complies with Rule 3.769 of the California Rules of Court, former California Labor Code section 2699(1)(2), the Superior Court's "Checklist for Preliminary Approval of Class Action Settlement" (currently available on the Superior Court's website at <https://www.lacourt.ca.gov/pages/lp/civil/tp/civil-case-types-and-specialty-courtrooms/cp/complex-civil-litigation>), and all other requirements for motions in the Superior Court (the "Motion for Preliminary Approval").

Plaintiffs' Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement, obtaining a prompt hearing date for the Motion for Preliminary Approval, and appearing before the Superior Court to advocate in favor of the Motion for Preliminary Approval.

5.1. Preliminary Approval Order

The Motion for Preliminary Approval shall seek entry of the Preliminary Approval Order as defined in Section 1.30 of this Agreement. Without limiting the foregoing, the Motion for Preliminary Approval shall ask the Court to:

- (a) approve, subject to final approval of the remaining terms of the Agreement, this Agreement's terms and conditions for the settlement of the PAGA claims in the Lawsuits pursuant to former California Labor Code section 2699(1)(2) as fair, reasonable, and adequate as to the PAGA Group in light of the purposes of PAGA;
- (b) conditionally certify the Settlement Class, for settlement purposes only, pursuant to California Code of Civil Procedure section 384;
- (c) preliminarily approve Plaintiffs as adequate class representatives for the Settlement Class;
- (d) preliminarily approve this Agreement's terms and conditions for the proposed settlement of the class action claims in the Lawsuits as fair, reasonable, adequate, and in the best interest of the Settlement Class;
- (e) preliminarily approve Plaintiffs' Counsel as counsel for the Settlement Class and the PAGA Group for settlement purposes only;
- (f) appoint and approve ILYM Group Inc. to perform the duties required of the "Settlement Administrator" under this Agreement including, but not limited to, administration of the settlement payment procedures required by this Agreement;
- (g) approve the proposed Notice Packet, including the Opt-Out Form, for distribution to the Eligible Settlement Class Members;
- (h) authorize and direct the Settlement Administrator to mail the Notice Packet to the Eligible Settlement Class Members;
- (i) approve such other terms and conditions of this Agreement that require the Superior Court's approval; and

- (j) schedule a Final Approval Hearing (as defined in Section 1.12 of this Agreement) in accordance with Rule 3.769 of the California Rules of Court.

5.2. Plaintiffs' Responsibilities re Motion for Preliminary Approval

Excluding those responsibilities assigned to Defendants or Defense Counsel under Section 5.3 of this Agreement, Plaintiffs, through Plaintiffs' Counsel, shall prepare all documents necessary for the Motion for Preliminary Approval, including the following:

- (a) a draft of the memorandum of points and authorities in support of the Motion for Preliminary Approval that includes an analysis of the settlement of class action and PAGA claims in the Agreement in accordance with *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008); *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996); and *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021);
- (b) the Preliminary Approval Order;
- (c) a signed declaration from the Settlement Administrator attaching the Settlement Administrator's "not to exceed" bid for administering the terms of this Agreement and attesting to: (i) the Settlement Administrator's willingness to serve; (ii) the Settlement Administrator's experience and competency; (iii) the Settlement Administrator's operative procedures for protecting the security of Class Data; (iv) all facts relevant to any actual or potential conflicts of interest with Eligible Settlement Class Members, the PAGA Group, and/or the proposed Cy Pres Recipient; and (v) the nature and extent of any financial relationship or other relationship (or lack thereof) with Plaintiffs, Plaintiffs' Counsel, Defendants, or Defense Counsel that is relevant to the Superior Court's evaluation of an actual or potential conflict of interest.
- (d) signed declarations from Plaintiffs that: (i) confirm their willingness and competency to serve as class and/or PAGA representatives; (ii) disclose all facts relevant to any actual or potential conflicts of interest with the Covered Individuals, the Settlement Administrator, and/or the proposed Cy Pres Recipient; and (iii) attest to such other facts necessary for preliminary approval of this Agreement.
- (e) signed declarations from representatives of each law firm comprising Plaintiffs' Counsel attesting to: (i) their competency to represent the Class Members and the PAGA Group; (ii) the timely transmission to the LWDA documents that PAGA, including former Labor Code section 2699(l), required or requires Plaintiffs to provide to the LWDA in connection with the litigation of the PAGA claims in the Lawsuits and the motion or approval of the settlement of the PAGA claims in the Lawsuits; (iii) all facts relevant to any actual or potential conflict of interest with Settlement Class Members, the PAGA Group, the Settlement Administrator and/or the Cy Pres Recipient; and (iv) such other facts necessary for approval of this Agreement.

Plaintiffs' Counsel shall provide Defense Counsel with at least seven (7) days to review and comment on the proposed Motion for Preliminary Approval before filing the Motion for Preliminary Approval with the Court. Plaintiffs' Counsel shall give good-faith consideration to all comments and revisions proposed by Defense Counsel and incorporate those comments and

revisions that correct misstatements of law or inaccurate representations of this Agreement or the Covered Individuals.

5.3. Defense Declarations in Support of Motion for Preliminary Approval

In support of the Motion for Preliminary Approval, Defendants shall provide Plaintiffs with the following:

- (a) a signed declaration from a third-party expert or an authorized representative of Defendants as to the total number of Qualifying Workweeks for the Eligible Settlement Class Members and the Qualifying Pay Periods for the PAGA Group Members and the method of calculating these numbers; and
- (b) signed declarations from Defense Counsel and authorized representatives of Defendants disclosing any interest or involvement (or lack thereof) in the governance or work of the Cy Pres Recipient and/or the Settlement Administrator.

6. Settlement Administrator

6.1. Selection of the Settlement Administrator

The Parties agree to select ILYM Group Inc. to serve as the “Settlement Administrator” under this Agreement. The Parties have verified, as a condition of selection, that ILYM Group Inc. agrees to be bound by this Agreement and perform, as a fiduciary, all duties specified in, or reasonably required in furtherance of, this Agreement in exchange for payment of the Settlement Administration Costs.

6.2. Absence of Conflicts with the Settlement Administrator

The Parties and their counsel each represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.3. Overview of Settlement Administrator Duties

The Settlement Administrator shall perform all tasks that this Agreement delegates, explicitly or otherwise, to the Settlement Administrator for the administration of the terms of this Agreement, including, but not limited to, the duties assigned to the Settlement Administrator in Sections 7, 10.1, and 11 of this Agreement.

7. Settlement Administration after Preliminary Approval Order

7.1. Delivery of Preliminary Approval Order to the Settlement Administrator

Plaintiffs’ Counsel shall deliver the Preliminary Approval Order to the Settlement Administrator within three (3) days of the Superior Court tendering the Preliminary Approval Order.

7.2. Creation of Settlement Website, Email Address, and Toll-Free Number

The Settlement Administrator shall establish, maintain, and use a website to post information and copies of documents of interest to Eligible Settlement Class Members and the PAGA Group as it becomes available, including: (a) this Agreement; (b) the date, time, and location for the Final Approval Hearing; (c) a copy of the Notice Packet that does not include the information specific to any Eligible Settlement Class Member; (d) all briefing filed in connection with the Motion for Preliminary Approval; (e) the Preliminary Approval Order entered by the Superior Court; (f) all briefing filed in connection with the Motion for Final Approval; (g) the Final Approval Order entered by the Superior Court; (h) the Approval Judgment entered by the Superior Court; and (i) links to any other documents or information the Settlement Administrator deems necessary to perform its duties under this Agreement.

The Settlement Administrator shall also establish, maintain, and monitor an email address and a toll-free telephone number to receive calls, faxes, and emails from the Eligible Settlement Class Members and Covered Individuals.

7.3. Distribution of Notice Packets to Eligible Settlement Class Members

7.3.1. Provision of Class Data to Settlement Administrator

Within thirty (30) days after Defense Counsel receives notice of the Superior Court entering the Preliminary Approval Order as described in Section 5.1, Defendants will provide the Settlement Administrator with the following information for each Eligible Settlement Class Member or PAGA Group Member: (1) full name; (2) last-known mailing address; (3) last-known telephone number; (4) social security number; (5) employment start date; (6) employment end date; (7) calculated Qualifying Workweeks; and (8) calculated Qualifying Pay Periods. In addition, Defendants will provide the last-known personal email address on file with Defendants, if any, for those Eligible Settlement Class Members or PAGA Group Members who no longer work for Defendants.

To protect the privacy rights of the Eligible Settlement Class Members and the PAGA Group Members, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Agreement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to effect and perform the Settlement Administrator's duties under this Agreement.

7.3.2. Initial Mailing of Notice Packets

Within fourteen (14) days after receiving the Class Data from Defendants, the Settlement Administrator shall conduct a national change of address search, complete a Notice Packet for each Eligible Settlement Class Member, and send the Eligible Settlement Class Member their completed Notice Packet by First Class U.S. Mail, postage prepaid, to their appropriate mailing address (and, for former employees, their last-known email address, if available).

7.4. Re-Mailing of Returned Notice Packet

If any Notice Packet sent by U.S. Mail is returned to the Settlement Administrator as undelivered, the Settlement Administrator shall re-mail the Notice Packet to any forwarding address provided by the U.S. Postal Service within three (3) business days after receiving the returned Notice Packet. If no forwarding address is provided, the Settlement Administrator shall conduct a skip trace search, including a search of the National Change of Address database, and re-mail the Notice Packet to the most current address obtained for the Eligible Settlement Class Member within three (3) business days after receiving the returned Notice Packet.

The Administrator shall have no obligation to make further attempts to locate or send a Notice Packet to any Settlement Class Member or PAGA Group Member whose Notice Packet is returned by the U.S. Postal Service a second time.

7.5. Response Deadline

All Settlement Class Members shall have sixty (60) days from the initial date of mailing their Notice Packet, or such other date as set by the Superior Court in the Preliminary Approval Order, to object or opt out in conformity with the procedures set forth below in Sections 7.7 and 7.8 of this Agreement. This deadline shall be known as the “Response Deadline.” Class Members to whom Notice Packets are remailed after having been returned undeliverable to the Administrator will have an additional fourteen (14) calendar days beyond the Response Deadline. The Settlement Administrator shall not have the authority to extend the Response Deadline.

7.6. Disputes over Notice Packets by Covered Individuals

7.6.1. Procedure for Submitting Disputes re Notice Packets

Any Eligible Settlement Class Member or PAGA Group Member that disputes or disagrees with the number of Qualifying Workweeks or Qualifying Pay Periods reported in their Notice Packet or that claims they were improperly excluded from the list of Eligible Settlement Class Members or PAGA Group Members may 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, personal logs, or any contract, written agreement, or other written communications between the Eligible Settlement Class Member or PAGA Group Member and Defendants.

For a dispute over the reported number of Qualifying Workweeks or Qualifying Pay Periods to be considered, the notice of dispute and supporting written documentation must be received by the Settlement Administrator no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is remailed).

For a dispute relating to a person’s claim that they were improperly excluded from the list of Eligible Settlement Class Members or PAGA Group Members to be considered, the notice of dispute and supporting written documentation must be received by the Settlement Administrator no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is remailed).

7.6.2. Responses to Disputes re Notice Packet Data

The Settlement Administrator shall immediately notify Plaintiffs' Counsel and Defense Counsel whenever: (a) an Eligible Settlement Class Member or PAGA Group Member submits a dispute of information in their Notice Packet in accordance with Section 7.6.1 or (b) a person not included in the Class Data claims that they are an Eligible Settlement Class Member or PAGA Group Member.

In the event of a dispute over the number of Qualifying Workweeks, the number of Qualifying Pay Periods, or status as an Eligible Settlement Class Member or PAGA Group Member, Defendants will reasonably and promptly cooperate with any requests by the Settlement Administrator for information to resolve any such disputes.

The Settlement Administrator shall make the final determination regarding the dispute based on the written documentation submitted by the Eligible Settlement Class Member or PAGA Group Member and any materials submitted by Defendants. The Settlement Administrator shall promptly inform the person who submitted the dispute of the final determination in writing.

7.7. Requests for Exclusion (Opt-Outs)

7.7.1. No Opt-Out Rights for the PAGA Group

The PAGA Group Members shall not have any right to exclude themselves from (i.e., to “opt out” of their membership in) the PAGA Group. (*See Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664 (2024); *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021).) All persons falling within the definition of the PAGA Group will automatically become PAGA Group Members, receive an Individual PAGA Award calculated in accordance with Section 3.2.2.2, and release the Released PAGA Claims upon the Effective Date.

7.7.2. Opt-Out Rights for Eligible Settlement Class Members

All Eligible Settlement Class Members shall have the right to exclude themselves from (i.e., to “opt out” of their membership in) the Settlement Class and this Agreement’s settlement and release of the Released Class Claims by submitting a Request for Exclusion in accordance with Section 7.7 of this Agreement. Eligible Settlement Class Members who do *not* submit a timely and valid Request for Exclusion in accordance with Section 7.7 will automatically become Settlement Class Members, receive Individual Class Awards calculated in accordance with Section 3.2.6, and release the Released Class Claims upon the Effective Date.

7.7.2.1 Exercise of Opt-Out Rights

To exclude themselves from the Settlement Class, an Eligible Settlement Class Member must: (a) fully complete the Request for Exclusion included with their Notice Packet; (b) sign the Request for Exclusion; and (c) return the signed and completed Request for Exclusion by First Class U.S. Mail, with a postmark on or before the Response Deadline, to the Settlement Administrator at the address listed on the Notice Packet.

7.7.2.2 Review of Requests for Exclusion

The Settlement Administrator shall review each Request for Exclusion upon receipt for timeliness, completeness, and validity. If a returned Request for Exclusion is defective or incomplete, the Settlement Administrator shall promptly notify the Eligible Settlement Class Member that submitted the form of the defect or deficiency and give them fifteen (15) days from the date of the mailing of the deficient Request for Exclusion or the Response Deadline, whichever is later, to cure the defect (the “Opt-Out Cure Deadline”).

Each Eligible Settlement Class Member will be given only one opportunity to cure a defective Request for Exclusion. A cured Request for Exclusion will not be effective unless both: (a) the original Request for Exclusion was postmarked or delivered on or before the Response Deadline and (b) the cured Request for Exclusion is postmarked for delivery by First Class U.S. Mail to the Settlement Administrator on or before the Opt-Out Cure Deadline.

The Settlement Administrator shall not interfere with any Eligible Settlement Class Member’s right to submit a Request for Exclusion. The Settlement Administrator’s communications with Eligible Settlement Class Members about Requests for Exclusion shall be limited to conveying or eliciting information relevant to determining the validity and completeness of a submitted Request for Exclusion.

7.7.2.3 Untimely Requests for Exclusion

If a Request for Exclusion is not postmarked for delivery by First Class U.S. Mail on or before the Response Deadline, the Settlement Administrator shall deem the Request for Exclusion untimely, null, and void, and the Eligible Settlement Class Member shall become a Settlement Class Member.

7.7.3. Effect of Valid Requests for Exclusion

An Eligible Settlement Class Member who submits a timely and complete Request for Exclusion in accordance with Section 7.7.2.1 will be excluded from the Settlement Class and will not become a Settlement Class Member, receive an Individual Class Award, be entitled to object to the Agreement or appear at the Final Approval Hearing, release the Released Class Claims, or have any right to contest or appeal the Approval Judgment. However, an Eligible Settlement Class Member who is also a PAGA Group Member may not exclude themselves from the PAGA Group. Accordingly, an Eligible Settlement Class Member who is also a PAGA Group Member will remain a PAGA Group Member, release the Released PAGA Claims, and receive an Individual PAGA Award even if they submit a timely and complete Request for Exclusion in accordance with Section 7.7.2.1 with respect to membership in the Settlement Class.

7.8. Objections to the Agreement

7.8.1. No Objection Rights for the PAGA Group

The PAGA Group Members shall not have any right to object to the Agreement with respect to the resolution of the Released PAGA Claims. (*See Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664 (2024); *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021).)

7.8.2. Objection Rights for the Settlement Class

Eligible Settlement Class Members may not object to the Agreement unless they participate in the Agreement and become a Settlement Class Member (i.e., they do not submit a Request for Exclusion). Settlement Class Members who wish to object to the Agreement may do so only with respect to the proposed settlement of the Released Class Claims.

7.8.3. Deadline for Submitting Objections

Any Settlement Class Member who wishes to object to the Agreement must submit their objection by First Class U.S. Mail to the Settlement Administrator at the address listed on their Notice Packet with a postmark on or before the Response Deadline. If a Settlement Class Member's objection is not postmarked for delivery by First Class U.S. Mail on or before the Response Deadline, the Settlement Administrator shall deem the objection untimely, null, and void.

7.8.4. Method for Objection

Any Settlement Class Member who wishes to object to the settlement or this Agreement must do so by submitting a written objection, along with any supporting documents, to the Settlement Administrator and the Superior Court by: (a) filing the objections and supporting documentation with the Superior Court before the Response Deadline and (b) sending copies to the Settlement Administrator by First Class U.S. Mail to the address listed on the Notice Packet with a postmark on or before the Response Deadline.

Any written objection to this Agreement by a Settlement Class Member must contain: (1) the case name and case number of the Lawsuits; (2) the full name, home address, and telephone number of the objecting Settlement Class Member; (3) the last four digits of the Settlement Class Member's social security number; (4) a clear explanation of why Settlement Class Member objects to the Agreement (including the legal and factual basis for the objection); (5) the identity and contact information of the objecting Settlement Class Member's attorney (if any); and (6) a clear statement indicating whether or not the objecting Settlement Class Member and/or their legal representative intends to appear at the Final Approval Hearing.

Failure to comply with these requirements shall render the objection untimely, null, and void.

7.8.5. Effect of Objection on Participation Rights

An Eligible Settlement Class Member who objects to the Agreement without submitting a valid Request for Exclusion will become a Settlement Class Member and, if the Court approves the Agreement, will be bound by the terms of the Agreement in the same way as the Settlement Class Members who do not object.

7.9. Reconciling Objection with Requests for Exclusion

Only objections from Settlement Class Members shall be valid. If an Eligible Settlement Class Member submits both a Request for Exclusion and a timely and valid objection, the Request for Exclusion shall govern and the objection shall be null and void.

7.10. Agreement to Not Encourage Objections, Exclusions, or Appeals

Neither Plaintiffs, Plaintiffs' Counsel, nor any person acting on behalf of any of them shall directly or indirectly solicit or otherwise encourage any Covered Individuals to opt out of the settlement under this Agreement, to submit any objections to the Agreement, or to appeal the Approval Judgment.

7.11. Weekly Reports from Settlement Administrator

While carrying out the duties set forth in this Section 7, the Settlement Administrator shall provide Plaintiffs' Counsel and Defense Counsel with weekly reports that include: (a) the weekly and total number of Notice Packets mailed, re-mailed, or returned as undelivered; (b) the weekly and total number of Requests for Exclusion received from Eligible Settlement Class Members, with a breakdown of the Settlement Administrator's determination of the number of valid and invalid Requests for Exclusion; (c) copies of all Requests for Exclusion received from Eligible Settlement Class Members during the week; (d) the weekly and total number of objections received from Eligible Settlement Class Members, with a breakdown of the number of valid and invalid objections submitted; (e) copies of any objections received from Eligible Settlement Class Members during the applicable week; and (f) the weekly and total number of disputes from Eligible Settlement Class Members of the Qualifying Workweeks, Qualifying Pay Periods, or other data reported in a Notice Packet that were received and/or resolved.

7.12. Final Report of Exclusion

Within five (5) days after the expiration of the Response Deadline, the Settlement Administrator shall email lists to Plaintiffs' Counsel and Defense Counsel of: (a) the Eligible Settlement Class Members who submitted valid Requests for Exclusion, (b) the Eligible Settlement Class Members who submitted invalid Requests for Exclusion (the "Final Reports of Exclusion").

The Final Report of Exclusion for Defense Counsel shall consist of all of the information in the Class Data that Defendants originally sent to the Settlement Administrator pursuant to Section 7.3.1 of this Agreement, along with the listed person's Qualifying Workweeks, Qualifying Pay Periods, and date(s) of submitting Requests for Exclusion.

The Final Report of Exclusion for Plaintiffs' Counsel shall use a generalized identification number in lieu of the Eligible Settlement Class Member's name and shall report only their employment start date, employment end date, Qualifying Workweeks, Qualifying Pay Periods, and date(s) of submitting Requests for Exclusion.

8. Defendants' Termination Rights for Lack of Participation

In the event that more than 10% of the Eligible Settlement Class Members submit valid Requests for Exclusion, Defendants shall have the right, in their sole discretion, to nullify this Agreement and the settlement memorialized therein. Defendants must exercise this termination right within fourteen (14) days after the Settlement Administrator delivers the Final Reports of Exclusion to the Parties in accordance with Section 7.12 of this Agreement.

If Defendants exercise their termination rights under this Section 8, then:

- (a) Defendants shall pay the Settlement Administrator for Administration Costs incurred through the date of termination.
- (b) this Agreement shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever;
- (c) the Parties shall be returned to the positions each occupied with respect to claims and legal positions in the Lawsuits as if this Agreement, and any prior agreement or memorandum of understanding in furtherance of this Agreement, had not been entered into at all;
- (d) the settlement terms reflected in this Agreement or any prior agreement or memorandum of understanding shall not be used or cited thereafter by any person or entity in any manner whatsoever, including, without limitation, any contested proceeding relating to the certification of any class or the maintenance of any representative action under PAGA; and
- (e) any stipulation in this Agreement, or in any prior agreement or memorandum of understanding in furtherance of this Agreement, shall be null and void *ab initio* and shall not be deemed to be, or used as, an admission or concession by Frontier or its co-defendants that class or representative action treatment is, or was at any point in time, appropriate in the Lawsuits or as a waiver or limitation of any of Defendants' or their co-defendants' defenses in the Lawsuits or any other proceedings.

9. Option to Escalate Gross Settlement Amount for Increased Workweeks

If, after expiration of the Response Deadline, the number of Qualifying Workweeks worked by the Settlement Class Members during the Settlement Period exceeds 825,000, Defendants may either: (a) limit the Settlement Period to the time period that covers no more than 825,000 Qualifying Workweeks, or (b) increase the Gross Settlement Amount proportionally by multiplying the number of Qualifying Workweeks in excess of 825,000 by \$10.00 per Qualifying Workweek. Defendant's option to modify the Settlement Period pursuant to this Section 9 shall expire upon entry of the Preliminary Approval Order.

No later than five court days prior to the hearing date for the Motion for Preliminary Approval, Defendants shall file a declaration informing the Court of whether or not the Escalator Clause in this Section 9 has been triggered. If the Escalator Clause is triggered, the declaration shall also inform the Court of: (a) whether Defendant is electing to escalate the Gross Settlement Amount or to limit the Settlement Period to the time period that covers no more than 825,000 Qualifying Workweeks; and (b) how the Gross Settlement Amount or Settlement Period is being adjusted as a result of Defendants' election to escalate the Gross Settlement or limit the Settlement Period.

10. Motion for Final Approval

Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs shall file a motion for final approval of the settlement in this Agreement with the Superior Court that complies with Rule 3.769 of the California Rules of Court, former California Labor Code section 2699(1)(2), the "Checklist for Final Approval of Class Action Settlement" that the Superior Court has published online at <https://www.lacourt.ca.gov/pages/lp/civil/tp/civil-case-types-and-specialty->

courtrooms/cp/complex-civil-litigation, and all other requirements for motions in the Superior Court (the “Motion for Final Approval”).

10.1. Settlement Administrator’s Declaration for Final Approval

No later than fourteen (14) days before the date when the Motion for Final Approval is due, the Settlement Administrator shall provide Plaintiffs’ Counsel and Defense Counsel with a signed declaration suitable for filing in the Superior Court in support of the Motion for Final Approval. The declaration shall attest to the Settlement Administrator’s due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing of Notice Packets, the handling of Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Eligible Settlement Class Members and PAGA Group Members, the total number of Requests for Exclusion received (both valid or invalid), the identities of the Eligible Settlement Class Members who exercised their right to opt out of the Settlement Class, and the number of written objections received (both valid or invalid). The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Superior Court. Plaintiffs shall be responsible for filing the Settlement Administrator declaration(s) with the Superior Court.

10.2. Final Approval Order

The Motion for Final Approval shall seek entry of the Final Approval Order as defined in Section 1.13 of this Agreement. Without limiting the foregoing, the Motion for Final Approval shall ask the Court to do all of the following:

- (a) approve the Agreement’s terms for settlement of the Released PAGA claims pursuant to former California Labor Code section 2699(1)(2) as fair, reasonable, and adequate as to the PAGA Group in light of the purposes of PAGA;
- (b) certify the Settlement Class for settlement purposes only pursuant to California Code of Civil Procedure section 384;
- (c) approve Plaintiffs as adequate class representatives for the Settlement Class;
- (d) approve this Agreement’s terms and conditions for the settlement of the Released Class Claims as fair, reasonable, adequate, and in the best interest of the Settlement Class;
- (e) approve Plaintiffs’ Counsel as counsel for the Settlement Class and the PAGA Group for settlement purposes only;
- (f) approve each of the payments comprising the Gross Settlement Amount;
- (g) authorize and direct the Settlement Administrator to make payments out of the Gross Settlement Amount in the manner and method directed by this Agreement;
- (h) identify the Eligible Class Members who have opted-out of the Settlement Class and are excluded from the Approval Judgment affecting Settlement Class Members;

- (i) enter the Approval Judgment;
- (j) set a date for the Parties to submit a declaration from the Settlement Administrator to attest to the distribution of payments required under the Agreement and provide accounting of the total amount that was actually paid to the Covered Individuals and the amount of unpaid residue or unclaimed or abandoned payments that must be distributed to the Cy Pres Recipient in accordance with California Code of Civil Procedure section 384; and
- (k) set a date for a hearing for the Superior Court to determine whether it must amend the Approval Judgment pursuant to California Code of Civil Procedure section 384 to direct the Settlement Administrator to pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any interest that has accrued thereon, to the Cy Pres Recipient.

10.3. Responsibility for Motion for Final Approval

Plaintiffs' Counsel shall prepare the Motion for Final Approval and provide a copy of the proposed Motion for Final Approval to Defense Counsel for Defendants' and Defense Counsel's review and comment at least seven (7) days before filing the Motion for Final Approval. Plaintiffs' Counsel and Defense Counsel shall expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.4. Responses to Objections

Each Party shall retain the right to respond to any objection raised by a Covered Individual, including the right to file responsive documents in the Superior Court no later than five (5) court days before the Final Approval Hearing or as otherwise ordered or accepted by the Superior Court.

11. Settlement Administration after Final Approval Order

11.1. Calculation of Final Allocation of the Gross Settlement Amount

After entry of the Approval Judgment, the Settlement Administrator shall calculate—based on the amounts approved by the Superior Court in the Final Approval Order and the actual number of Settlement Class Members, PAGA Group Members, Qualifying Workweeks, and Qualifying Pay Periods covered by the Agreement after the exercise of any exclusion rights under Section 7.7 of this Agreement—the final allocation of the amounts for each component of the Gross Settlement Amount, including all taxes and withholdings for each Covered Individual.

11.2. Employer Identification Number for Payments

The Settlement Administrator shall have and use its own Employer Identification Number for the purpose of calculating payroll tax withholdings and providing reports to federal and state tax authorities.

11.3. Deposit of the Gross Settlement Amount into a Qualified Settlement Fund

Within fourteen (14) days after the Effective Date, the Settlement Administrator shall provide Plaintiffs' Counsel and Defense Counsel with its calculated allocation for each component of the

payments that make up the Gross Settlement Amount under this Agreement—including Defendants’ separate share of payroll taxes—and wire instructions for a bank account for Defendants to deposit the Gross Settlement Amount. The Settlement Administrator shall ensure that the bank account the Settlement Administrator establishes or utilizes for depositing the Gross Settlement Amount meets the requirements of a “qualified settlement fund” under 26 C.F.R. § 1.468B-1.

Defendants shall deposit the Gross Settlement Amount into account designated by the Settlement Administrator within seven (7) days of Defense Counsel’s receipt of the distribution calculations and funding instructions from the Settlement Administrator. All interest with respect to the Gross Settlement Amount shall accrue to the benefit of the Covered Individuals.

11.4. Payment of Approved Components of the Gross Settlement Amount

Within fourteen (14) days after receipt of the Gross Settlement Amount, the Settlement Administrator shall issue checks or wire funds to make payments out of the Gross Settlement Amount for the court-approved amounts for: (i) Service Awards to Plaintiffs; (ii) the LWDA Payment to the LWDA; (iii) Individual PAGA Awards to each of the PAGA Group Members, calculated in accordance with Section 3.2.2.2 of this Agreement; (iv) the Fees Award to Plaintiffs’ Counsel; (v) the Costs Award to Plaintiffs’ Counsel; (vi) Administration Costs to the Settlement Administrator; and (vii) Individual Class Awards to each Settlement Class Member, calculated in accordance with Section 3.2.6 of this Agreement.

The Settlement Administrator shall make each of the above payments in accordance with taxation and tax obligations set forth in Section 3.3 of this Agreement, issue all necessary tax forms required by Section 3.3 of this Agreement, and make all reports to federal and state authorities required as a result of the taxation and tax obligations set forth in Section 3.3 of this Agreement.

11.4.1. Format of Checks to Covered Individuals

The Settlement Administrator shall issue separate checks for the Wage Portion and Non-Wage Portion of each Individual Class Award to Settlement Class Members and a separate check for each Individual PAGA Award to a PAGA Group Member. Each of these checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their mailing and shall be canceled by the Settlement Administrator if not cashed by the payee within that time. The face of each check shall prominently state the date when the check will be voided.

11.4.2. Mailing of Checks to Covered Individuals

The Settlement Administrator shall send each Individual Class Award and each Individual PAGA Award to the corresponding Covered Individual by First Class U.S. Mail, postage prepaid. Before mailing any checks to a Covered Individual, the Settlement Administrator must update the recipient’s mailing addresses using the National Change of Address Database.

If an Individual Class Award or an Individual PAGA Award sent by U.S. Mail is returned to the Settlement Administrator as undelivered, the Settlement Administrator shall re-mail the check(s) to any forwarding address provided by the U.S. Postal Service within seven (7) days after receiving the returned checks. If no forwarding address is provided, the Settlement Administrator shall

conduct a skip trace search, including a search of the National Change of Address database, and re-mail the checks to the most current address obtained for the Covered Individual within seven (7) days after receiving the returned check(s).

11.4.3. Distribution of Unclaimed Funds to the Cy Pres Fund

In accordance with California Code of Civil Procedure section 384 and Section 3.2.7 of this Agreement, any checks allocated to Covered Individuals that are unpaid, unclaimed, or abandoned after one hundred eighty (180) days—whether because of an inability to locate a Covered Individual or because of Covered Individual’s failure to timely cash or negotiate their check(s)—shall be placed into the Cy Pres Fund for payment to the Cy Pres Recipient after authorization from the Superior Court pursuant to the procedures set forth in California Code of Civil Procedure section 384.

11.4.4. Biweekly Reports from Settlement Administrator

While carrying out the duties set forth in this Section 11, the Settlement Administrator shall provide Plaintiffs’ Counsel and Defense Counsel with biweekly reports regarding the status of payments made out of the Gross Settlement Amount, including: (a) the number of checks mailed for Individual Class Awards and Individual PAGA Awards in total and over the biweekly reporting period; (b) the number of checks returned and re-mailed for Individual Class Awards and Individual PAGA Awards in total and over the biweekly reporting period; and (c) the number of checks for Individual Class Awards and Individual PAGA Awards determined to be undeliverable in total and over the biweekly reporting period.

11.4.5. Administrator’s Final Report and Declaration

At least fourteen (14) days before any deadline set by the Superior Court for a post-approval hearing on the completion of the settlement administration process, the Settlement Administrator shall prepare, and submit to Plaintiffs’ Counsel and Defense Counsel, a signed declaration suitable for filing in the Superior Court that attests to: (a) the Settlement Administrator’s disbursement of all payments required under this Agreement; (b) the actions the Settlement Administrator took to distribute all payments required under this Agreement; and (c) the total number of checks allocated for Individual Class Awards and Individual PAGA Awards, and the combined sum thereof, that are unpaid, unclaimed, abandoned, or undeliverable—either because a Covered Individual could not be located or because a Covered Individual did not timely cash, deposit, or negotiate their check(s)—and have therefore been allocated to the Cy Pres Fund.

12. Conditional Nature of Agreement

12.1. Contingent Nature of Class Certification and Representative Treatment

The Parties agree that their stipulation to the certification of the Settlement Class and their stipulation to representative treatment of the PAGA Group under this Agreement are both solely and exclusively for the settlement set forth in this Agreement. If, for any reason the Effective Date does not occur (including, but not limited to, because the Superior Court does not grant preliminary or final approval of this Agreement or because an appeal of the Approval Judgment results in this Agreement not being approved), then: (a) Defendants and the other Released Parties each reserve

all available defenses to the claims in the Lawsuits, including the right to contest for any reason the certification of any class or the maintenance of a representative action under PAGA, and (b) Plaintiffs each reserve the right to move for certification of a class or the maintenance of a PAGA action on any grounds available and to contest Defendants' defenses to the claims in the Lawsuits.

Neither this Agreement, the Parties' willingness to settle the Lawsuits, nor anything contained in this Agreement shall have any bearing on, or be admissible in connection with, the Lawsuits or any other legal action or to establish the appropriateness or inappropriateness of a class action, collective action, or representative action if the Effective Date does not occur.

12.2. Invalidation of Agreement for Failure to Satisfy Conditions

The Parties understand, acknowledge, and agree that this Agreement's proposed settlement of the claims in the Lawsuits—including representative claims under PAGA and class action claims under the California Labor Code and other California laws—is contingent upon the Superior Court or another court of competent jurisdiction reviewing and granting final approval of the Agreement in accordance with former California Labor Code section 2699(l), Rule 3.769 of the California Rules of Court, and the occurrence of the Effective Date.

Any decision by the Superior Court to not approve a material condition of this Agreement that effects a fundamental change of the terms of the settlement in this Agreement, or any decision by an appellate court that has the same consequence, shall render the entire Agreement voidable and unenforceable at the option of any Party. However, the Parties understand and agree that this voidability provision shall not apply to the Superior Court's final decision following an appeal, if any, that results in a reduction of originally approved amounts for Administration Costs, Service Awards, the Fees Award, the Costs Award, or the PAGA Penalties.

If a party exercises its option to void this Agreement under this Section 12.2, the Parties understand that this Agreement, and any preliminary agreement entered into in furtherance thereof, shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever, including, but not limited to, with respect to the certification of any class; the payment of any amounts contemplated under this Agreement; or the releases contained in this Agreement. In such event, the Parties shall each maintain, and do hereby expressly reserve, their respective rights to prosecute and defend the Lawsuits as if this Agreement never existed.

13. Cooperation

13.1. Use of Best Efforts to Approve or Cure Agreement

The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such actions as may be reasonably necessary to implement the terms of this Agreement. Additionally, the Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become reasonably necessary by order, suggestion, or recommendation of the Superior Court, or otherwise, to effectuate this Agreement and the settlement terms set forth herein.

Accordingly, if for any reason the Effective Date does not occur by reason of the failure to obtain preliminary or final approval of the Agreement—including, but not limited to, as a result of any rulings on appeal—the Parties shall meet and confer in good-faith and attempt to agree on a method to cure whichever issues prevented approval of this Agreement. This may include, but not be limited to, modifying this Agreement and/or submitting supplemental evidence or points and authorities as requested by the Superior Court.

13.2. Effect of the Failure of Approval after Best Efforts

If the Parties are unable to agree on a method to cure any issues that prevented approval of the Agreement despite using their best and good-faith efforts, or if the Superior Court does not grant final approval of the Parties' proposed settlement after the Parties have exhausted all opportunities and best efforts to reasonably amend or revise this Agreement, then any settlement, including the settlement memorialized in this version of the Agreement, shall become null and void. In that event:

- (a) Defendants and the other Released Parties shall retain the absolute right to dispute the propriety of class certification or representative action treatment for any putative class or representative group in the Lawsuits and any other proceeding on any and all applicable grounds;
- (b) this Agreement, and any settlement agreement entered into pursuant to this Agreement, shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever;
- (c) the stipulation to class certification and representative action treatment in this Agreement shall be null and void *ab initio* and shall not be deemed to be, or used as, an admission or concession by Defendants or the other Released Parties that class or representative action treatment is, or was at any point in time, appropriate in the Lawsuits or in any other proceeding or as a waiver or limitation of any of Defendants and the other Released Parties' defenses in the Lawsuits or any other proceedings;
- (d) the settlement terms reflected in this Agreement shall not be used or cited thereafter by any person or entity in any manner whatsoever, including, without limitation, any contested proceeding relating to the certification of any class or the maintenance of any representative action under PAGA;
- (e) any orders by the Court preliminarily or finally approving certification of any class or maintenance of any representative action pursuant to this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and
- (f) the Parties shall be returned to the positions each occupied with respect to claims and legal positions in the Lawsuits, as if this Agreement had not been entered into at all.

14. Stay of Lawsuits Pending Settlement

The Parties agree that the Lawsuits shall be stayed upon the execution of this Agreement except for such actions necessary to implement and effectuate the terms of this Agreement.

Pursuant to Code of Civil Procedure section 583.330, the Parties also agree that the deadline under Code of Civil Procedure section 583.310 for bringing a case to trial shall be tolled from the date of the execution of this Agreement until the earlier of: (a) the Effective Date or (b) termination of this Agreement under the terms set forth in this Agreement.

15. Notices

Except for Notice Packets and other communications to Eligible Settlement Class Members and Covered Individuals expressly regulated by this Agreement, all notices, demands, or other communications between Parties pursuant to this Agreement required or permitted to be given pursuant to this Agreement shall be in writing, be provided by appropriate method depending on the urgency (e.g., personal delivery, facsimile, overnight delivery, or first-class U.S. mail), and be delivered to the following:

To Plaintiffs, the Settlement Class, and the PAGA Group

Vedang J. Patel
Brandon M. Chang
BIBIYAN LAW GROUP P.C.
1460 Westwood Blvd.
Los Angeles, CA 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705
Email: vedang@tomorrowlaw.com
brandon@tomorrowlaw.com

Joseph Lavi
Vincent Granberry
Eric Tims
LAVI & EBRAHIMIAN LLP
8889 W. Olympic Blvd., Suite 200
Los Angeles, CA 90024
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelaw.com
vgranberry@lelaw.com
etims@lelaw.com

Matthew J. Matern
Mikael H. Stahle
MATERN LAW GROUP
1230 Rosecrans Ave., Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901
Email: mmatern@maternlawgroup.com
mstahle@maternlawgroup.com

Sahag Majarian II
MAJARIAN LAW GROUP
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892
Email: sahagii@aol.com

To Defendants and the Released Parties

Keith A. Goodwin
SHEPPARD MULLIN, RICHTER & HAMPTON LLP
501 West Broadway, 18th Floor
San Diego, CA 92101
Telephone: (619) 338-6500
Email: kgoodwin@sheppard.com

16. Confidentiality and Publicity

16.1. Confidentiality Prior to Preliminary Approval

Neither Plaintiffs nor Plaintiffs' Counsel shall directly or indirectly disclose or publicize the terms of this Agreement, the underlying settlement, the negotiations leading to the execution of this Agreement, or the Agreement itself to any person, corporation, association, government agency, or other entity—including, but not limited to, the public at large or to any newspapers, magazines, periodicals, radio programs, or online publishers, or other media—prior to the Superior Court, or another court or tribunal of competent jurisdiction, issuing an order granting preliminary approval of the Agreement. Notwithstanding the foregoing, Plaintiffs and Plaintiffs' Counsel may make disclosures: (a) authorized by Defendants in writing prior to such disclosure; (b) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; (e) in response to an inquiry or subpoena issued by a state or federal government agency; and (f) expressly contemplated by this Agreement.

Plaintiffs and Plaintiffs' Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Plaintiffs' Counsel also separately agree not to directly or indirectly initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to this Agreement before the filing of the Motion for Preliminary Approval, except to respond only that "the matter was resolved," or words to that effect.

This Section does not and shall not restrict Plaintiffs' Counsel from communicating with Covered Individuals in accordance with Plaintiffs' Counsel's ethical obligations owed to Covered Individuals.

16.2. Restrictions on Advertising by Plaintiffs' Counsel

Plaintiffs' Counsel may not directly or indirectly use the terms of this Agreement, or any preliminary agreement hereto, in any advertising or marketing materials that identify the Parties, industry, or case numbers for the Lawsuits. Plaintiffs shall not authorize Plaintiffs' Counsel or any other person to do so except as required to carry out the terms of this Agreement. However, Plaintiffs' Counsel may post Court-approved statements on their websites or on the Internet if specifically ordered by the Court as part of a Court-approved notice to the Eligible Settlement Class Members and PAGA Group Members.

17. Waiver of Rights to Appeal

Provided the Approval Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, all Settlement Class Members who do not object to the Settlement, and the PAGA Group Members shall each waive all rights to appeal from the Approval Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment or move for a new, and all extraordinary writs and appeals. Except insofar as they preserve any rights to appeal with respect to the non-PAGA portion of this Agreement by filing an objection thereto in capacity of a Settlement Class Member, each of the PAGA Group Members shall also waive all rights to appeal from the Approval Judgment, provided the Approval Judgment is consistent with the terms and conditions of this Agreement.

The waiver of appeal does not and shall not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Approval Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Approval Judgment becomes final.

18. Miscellaneous

18.1. Use of Class Data

All information provided to Plaintiffs' Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Plaintiffs' Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with this Agreement, may be used solely and exclusively with respect to this Agreement and the settlement memorialized therein and for no other purpose. Without limiting the foregoing, neither Plaintiffs nor Plaintiffs' Counsel may use any information provided to Plaintiffs' Counsel pursuant to Evidence Code section 1152 or any copies or summaries of the Class Data provided to Plaintiffs' Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with this Agreement in any way that violates any existing contractual agreement, any rule of the California Rules of Court, or applicable federal, state, or local law.

18.2. Destruction/Return of Settlement Class Data

No later than ninety (90) days after the date when the Superior Court discharges the Settlement Administrator's obligation to provide a declaration confirming that all components of the Gross Settlement have been paid out in accordance with this Agreement, Plaintiffs and Plaintiffs' Counsel shall each destroy all paper and electronic versions of Class Data received from

Defendants unless, prior to the Superior Court's discharge of the Settlement Administrator's obligation, Defendants make a written request to Plaintiffs' Counsel for the return, rather than the destruction, of Class Data.

18.3. No Tax Advice

Neither Plaintiffs, Plaintiffs' Counsel, Defendants, 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 C.F.R. Part 10, as amended) or otherwise.

18.4. Calculation of Deadlines

Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or a "holiday" as defined by California Code of Civil Procedure section 12a, the date or deadline shall be extended to the next day that is not a weekend or holiday.

18.5. Signatures and Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature (i.e., an electronic sound, symbol, or process attached to or logically associated with this Agreement and adopted by a Party with the intent to sign this Agreement) shall be treated as a handwritten signature. Furthermore, signatures delivered via facsimile or electronic transmission (including electronic signatures) shall have the same force, validity and effect as the originals thereof.

18.6. Modification of Agreement

This Agreement may be modified, amended, altered, or changed only by written instrument that is signed by all Parties or their duly authorized representatives, expressly states the Parties' intent to modify this Agreement, and is approved by the Superior Court.

18.7. Application of Agreement to Successors and Assigns

This Agreement will be binding upon, and inure to the benefit of, assigns and successors in interest of each of the Parties.

18.8. Governing Law

This Agreement shall be governed in accordance with the laws of the State of California without regard to its conflict of law principles. The Agreement shall be interpreted in accordance with the plain meaning of its terms, and it shall not be strictly interpreted for or against any of the Parties hereto.

18.9. Entire Agreement

This Agreement sets forth the entire agreement between the Parties and supersedes any prior agreements, contracts, or understandings between the Parties as to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned each acknowledges and agrees, on its own behalf, that they: (a) have read and fully understand the terms of this Agreement; (b) understand this Agreement to be a binding legal document; (c) knowingly and voluntarily intend to be bound, and shall be bound, by this Agreement by signing below; (d) have been given a meaningful opportunity to consult with counsel of their choosing to seek advice and/or clarification about the meaning of this Agreement's terms before executing it; and (e) communicate their acceptance of the terms of this Agreement by signing below.

Dated: _____

FRANCISCO JARAMILLO, JR.

(Signature)

Dated: 09/09/2026

RAFAEL MEZA

Rafael Meza

Rafael Meza (Sep 9, 2026 15:00:42 PDT)

(Signature)

Dated: _____

ELLIOT THOMAS

(Signature)

Dated: 09/09/2026

BIBIYAN LAW GROUP P.C.

By: *David D. Bibiyan*

David D. Bibiyan
Vedang J. Patel
Brandon M. Chang

Attorneys for Plaintiff,
RAFAEL MEZA

IN WITNESS WHEREOF, the undersigned each acknowledges and agrees, on its own behalf, that they: (a) have read and fully understand the terms of this Agreement; (b) understand this Agreement to be a binding legal document; (c) knowingly and voluntarily intend to be bound, and shall be bound, by this Agreement by signing below; (d) have been given a meaningful opportunity to consult with counsel of their choosing to seek advice and/or clarification about the meaning of this Agreement's terms before executing it; and (e) communicate their acceptance of the terms of this Agreement by signing below.

Dated: _____

FRANCISCO JARAMILLO, JR.

(Signature)

Dated: _____

RAFAEL MEZA

(Signature)

Dated: September 8, 2026

ELLIOT THOMAS


Elliot Thomas (Sep 8, 2026 15:43:11 PDT)
(Signature)

Dated: _____

BIBIYAN LAW GROUP P.C.

By: _____

David D. Bibiyan
Vedang J. Patel
Brandon M. Chang

Attorneys for Plaintiff,
RAFAEL MEZA

IN WITNESS WHEREOF, the undersigned each acknowledges and agrees, on its own behalf, that they: (a) have read and fully understand the terms of this Agreement; (b) understand this Agreement to be a binding legal document; (c) knowingly and voluntarily intend to be bound, and shall be bound, by this Agreement by signing below; (d) have been given a meaningful opportunity to consult with counsel of their choosing to seek advice and/or clarification about the meaning of this Agreement's terms before executing it; and (e) communicate their acceptance of the terms of this Agreement by signing below.

Dated: 09/05/2026

FRANCISCO JARAMILLO, JR.

Francisco Jaramillo Client 666

(Signature)

Dated: _____

RAFAEL MEZA

(Signature)

Dated: _____

ELLIOT THOMAS

(Signature)

Dated: _____

BIBIYAN LAW GROUP P.C.

By: _____

David D. Bibiyan

Vedang J. Patel

Brandon M. Chang

Attorneys for Plaintiff,
RAFAEL MEZA

Dated: 09/08/2026

LAVI & EBRAHIMIAN LLP

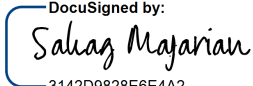
By: *Joseph Lavi*

Joseph Lavi
Vincent C. Granberry
Eric D. Tims
Paolo Policastro

Attorneys for Plaintiff,
FRANCISCO JARAMILLO, JR.

Dated: 9/10/2026

MAJARIAN LAW GROUP

By: 
3142D9828E6E4A2...
Sahag Majarian II

Attorneys for Plaintiff,
FRANCISCO JARAMILLO, JR.

Dated: _____

MATERN LAW GROUP

By: _____
Matthew J. Matern
Mikael H. Stahle

Attorneys for Plaintiff,
ELLIOT THOMAS

Dated: _____

LAVI & EBRAHIMIAN LLP

By: _____

Joseph Lavi
Vincent C. Granberry
Eric D. Tims
Paolo Policastro

Attorneys for Plaintiff,
FRANCISCO JARAMILLO, JR.

Dated: _____

MAJARIAN LAW GROUP

By: _____

Sahag Majarian II

Attorneys for Plaintiff,
FRANCISCO JARAMILLO, JR.

Dated: September 3, 2026

MATERN LAW GROUP

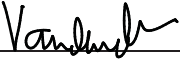
By:  _____

Matthew J. Matern
Mikael H. Stahle

Attorneys for Plaintiff,
ELLIOT THOMAS

Dated: 09/11/2026

FRONTIER CALIFORNIA INC.

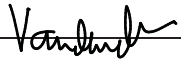
By: 
(Signature)

Vandana Venkatesh
(Printed Name)

Its: EVP & Chief Legal Officer
(Position)

Dated: 09/11/2026

CITIZENS TELECOM SERVICES COMPANY LLC

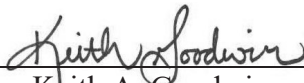
By: 
(Signature)

Vandana Venkatesh
(Printed Name)

Its: EVP & Chief Legal Officer
(Position)

Dated: 09/11/2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: 
Keith A. Goodwin

Attorneys for Defendants,
FRONTIER CALIFORNIA INC. and
CITIZENS TELECOM SERVICES COMPANY LLC