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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA ADAME, individually, and on behalf
 of all others similarly situated,

 Plaintiff,

 vs.

 U.S ARMOR CORPORATION, a California
 corporation; and DOES 1 through 10, inclusive,

 Defendants.

Case No. 20STCV39693

**AMENDED JOINT STIPULATION OF CLASS
 AND REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT**

Action Filed:	October 14, 2020
FAC Filed:	December 18, 2020
Trial Date:	Not Set

AMENDED JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT

This Amended Joint Stipulation of Class and Representative Action Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff Maria Adame (“Plaintiff”) and Defendant U.S. Armor Corporation (collectively, “the Parties”).

1. DEFINITIONS.

- 1.1. “Action” means *Adame, Maria v. U.S. Armor Corporation*, Superior Court of the State of California, County of Los Angeles, Case No. 20STCV39693.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the court-approved amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendant as non-exempt, hourly employees in California at any time during the PAGA Period.
- 1.5. “Class Counsel” means Moon Law Group, PC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the court-approved amounts allocated to Class Counsel for reimbursement of their reasonable fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Settlement Class Member Address Search” means the Administrator’s investigation and search for current Settlement Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Settlement Class Members.
- 1.8. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed to Settlement Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit A** and

incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.

1.9. “Court” means the Superior Court of the State of California, County of Los Angeles.

1.10. “Defendant” means the named Defendant, U.S. Armor Corporation.

1.11. “Defense Counsel” means Hudock Employment Law Group, APC.

1.12. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Settlement Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.13. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.14. “Final Approval Hearing” means the Court’s Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.15. “Gross Settlement Amount” means \$150,000.00, the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 3.1. The Gross Settlement Amount will pay Individual Settlement Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Settlement Class Representative Service Payment, and the Administration Expenses Payment.

1.16. “Individual Settlement Class Payment” means a Participating Settlement Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Settlement Class Period, calculated solely and

exclusively to effectuate Settlement of this Action, and for no other reason or purpose.

1.17. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Settlement Penalties calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.18. “Judgment” means the Judgment entered by the Court based upon the Final Approval Order.

1.19. “LWDA” means the California Labor and Workforce Development Agency.

1.20. “LWDA PAGA Payment” means 75% of the PAGA Settlement Penalties paid to the LWDA under Labor Code § 2699(i).

1.21. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Settlement Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Settlement Class Members as Individual Settlement Class Payments.

1.22. “Non-Participating Class Member” means any Settlement Class Member who opts out of the Settlement Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.24. “PAGA Period” means the period from October 14, 2019, through February 15, 2024.

1.25. “PAGA” means the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

1.26. “PAGA Notice” means Plaintiff’s October 12, 2020 Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code § 2699.3(a).

1.27. “PAGA Settlement Penalties” means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$5,000.00, allocated 25% to the Aggrieved Employees (\$1,250.00) and 75% to LWDA

(\$3,750.00), calculated solely and exclusively to effectuate Settlement of this Action, and for no other reason or purpose.

1.28. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid and timely Request for Exclusion from the Settlement Class portion of the Settlement.

1.29. “Plaintiff” means Maria Adame, the named Plaintiff in the Action.

1.30. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement Class portion of the Settlement.

1.31. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator.

1.32. “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.

1.33. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.

1.34. “Released Parties” means: Defendant and Defendant’s present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, sub-contractors, directors, trustees, current or former, vendors, contractors, consultants, board of directors, and agents, including managing agents under Labor Code section 558, *et seq.*, as well as any of its representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendant.

1.35. “Request for Exclusion” means a Settlement Class Member’s written request to be excluded from the Class Settlement portion of the Settlement.

1.36. "Response Deadline" means sixty (60) days after the Administrator mails the Class Notice to Settlement Class Members and Aggrieved Employees and the last date on which Settlement Class Members may: (a) fax, email, or mail a Request for Exclusion from the Settlement Class portion of the Settlement, or (b) fax, email, or mail a written Objection to the Settlement. The Response Deadline for Settlement Class Members to whom Class

Notices are resent after having been returned undeliverable to the Administrator shall be extended by fourteen (14) calendar days beyond the original Response Deadline.

1.37. “Settlement Class” means all persons who worked for Defendant as non-exempt, hourly employees in California at any time during the Settlement Class Period.

1.38. “Settlement Class Data” means the Settlement Class Members’ names, last-known mailing addresses, available Social Security numbers, and numbers of Class Period Workweeks and PAGA Pay Periods.

1.39. “Settlement Class Member” means a member of the Settlement Class, as either a Participating Settlement Class Member or Non-Participating Settlement Class Member (including a Non-Participating Settlement Class Member who qualifies as an Aggrieved Employee).

1.40. “Settlement Class Period” means the period from October 14, 2016, through February 15, 2024.

1.41. “Settlement Class Representative” means Plaintiff Maria Adame.

1.42. “Settlement Class Representative Service Payment” means the payment to the Settlement Class Representative for initiating the Action, providing services in support of the Action, and Release as described in Paragraph 5.1 below.

1.43. “Workweek” means any week during which a Settlement Class Member worked for Defendant at least one day during the Settlement Class Period.

2. RECITALS.

2.0. On October 14, 2020, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and Regular Rate Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (7) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*).

2.1. On December 18, 2020, Plaintiff filed the First Amended Complaint against Defendant adding a cause of action for civil penalties under Private Attorney General Act (“PAGA”) (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with any laws, including but not limited to the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On November 15, 2023, the Parties participated in an all-day mediation presided over by experienced wage-and-hour mediator, Hon. Carl J. West (Ret.), which, after further settlement negotiations, ultimately led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay records, policy documents, and data about the class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Defendant will pay \$150,000.00, and no more, as the Gross Settlement Amount and will separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Settlement Class Members or Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement

Amount will revert to Defendant.

3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.1.1. To Plaintiff: A Settlement Class Representative Service Payment to the Settlement Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Settlement Class Representative is entitled to receive as a Participating Settlement Class Member). Defendant will not oppose Plaintiff's request for a Settlement Class Representative Service Payment that does not exceed this amount. As part of the Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Settlement Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Settlement Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Settlement Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Settlement Class Representative Service Payment.

3.1.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$49,500.00, and a Class Counsel Litigation Expenses Payment of not more than \$22,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to

the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.1.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration expenses are less, or the Court approves payment less than \$6,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.1.4. To Each Participating Settlement Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Settlement Class Members during the Settlement Class Period and (b) multiplying the result by each Participating Settlement Class Member's Workweeks.

3.1.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Settlement Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Settlement Class Members assume full

responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.1.4.2. Effect of Non-Participating Settlement Class Members on Calculation of Individual Class Payments. Non-Participating Settlement Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Settlement Class Members are not included in the calculation of payments to Participating Settlement Class Members.

3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

3.1.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 115 Settlement Class Members who collectively worked a total of 16,701 Workweeks during the Settlement Class Period, and approximately 92 Aggrieved Employees who worked a total of 7,795 PAGA Pay Periods during the PAGA Period.

1 4.1. Settlement Class Data. Not later than 30 days after the Court grants Preliminary Approval
2 of the Settlement, Defendant will deliver the Settlement Class Data to the Administrator,
3 in the form of a Microsoft Excel spreadsheet. To protect Settlement Class Members'
4 privacy rights, the Administrator must maintain the Settlement Class Data in confidence,
5 use the Settlement Class Data only for purposes of this Settlement and for no other
6 purpose, and restrict access to the Settlement Class Data to Administrator employees who
7 need access to the Settlement Class Data to effect and perform under this Agreement.
8 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that
9 the Settlement Class Data omitted class member identifying information and to provide
10 corrected or updated Settlement Class Data as soon as reasonably feasible. Without any
11 extension of the deadline by which Defendant must send the Settlement Class Data to the
12 Administrator, the Parties and their counsel will expeditiously use best efforts, in good
13 faith, to reconstruct or otherwise resolve any issues related to missing or omitted
14 Settlement Class Data.

15 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
16 Amount in installments: the first payment of \$30,000.00 shall be made within fourteen
17 (14) calendar days of the date the Court signs the Preliminary Approval Order. The
18 remaining balance of \$120,000.00 shall be paid in equal monthly installments of
19 \$6,666.67 over the next eighteen (18) months.

20 4.3. Payments from the Gross Settlement Amount. Within seven (7) days of the Defendant's
21 final installment payment thereby fully funding the Gross Settlement Amount, the
22 Administrator will mail checks for all Individual Class Payments, all Individual PAGA
23 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class
24 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
25 Settlement Class Representative Service Payment. Disbursement of the Class Counsel
26 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Settlement Class
27 Representative Service Payment shall not precede disbursement of Individual Class
28 Payments and Individual PAGA Payments.

1 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Settlement Class Members via
3 First Class U.S. Mail, postage prepaid. The face of each check shall prominently
4 state the date (not less than 180 days after the date of mailing) when the check will
5 be voided (“void date”). The Administrator will cancel all checks not cashed by
6 the void date. The Administrator will send checks for Individual Settlement
7 Payments to all Participating Settlement Class Members (including those for
8 whom Class Notice was returned undelivered). The Administrator will send
9 checks for Individual PAGA Payments to all Aggrieved Employees including
10 Non-Participating Settlement Class Members who qualify as Aggrieved
11 Employees (including those for whom Class Notice was returned undelivered).
12 The Administrator may send Participating Settlement Class Members a single
13 check combining the Individual Class Payment and the Individual PAGA
14 Payment. Before mailing any checks, the Settlement Administrator must update
15 the recipients’ mailing addresses using the NCOA database.

16 4.3.2. Administration of Taxes by the Settlement Administrator. The Settlement
17 Administrator will be responsible for issuing to Plaintiff, Participating Settlement
18 Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be
19 required by law for all amounts paid pursuant to this Settlement. The Settlement
20 Administrator will also be responsible for forwarding all payroll taxes and
21 penalties to the appropriate government authorities.

22 4.3.3. Tax Liability. Defendant makes no representation as to the tax treatment or legal
23 effect of the payments called for hereunder, and Plaintiff and Participating
24 Settlement Class Members are not relying on any statement, representation, or
25 calculation by Defendant or by the Settlement Administrator in this regard.
26 Plaintiff and Participating Settlement Class Members understand and agree that
27 they will be solely responsible for the payment of any taxes and penalties assessed
28 on the payments described herein. Defendant’s share of any employer payroll

taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendants' FICA and FUTA contributions, shall be paid separately and apart from the Gross Settlement Amount.

4.3.4. The Administrator must conduct a Settlement Class Member Address Search for all other Settlement Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Settlement Class Member Address Search. The Administrator need not take further steps to deliver checks to Settlement Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Class Member whose original check was lost or misplaced, requested by the Settlement Class Member prior to the void date.

4.3.5. For any Settlement Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.3.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Settlement Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portions of the Individual Class Payments , and except as to such rights or claims as may be created by this Settlement, Plaintiff, Settlement Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.0. **Plaintiff's Release.** Plaintiff, on behalf of herself and her former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint (including (1) Failure to Pay Minimum and Regular Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Unfair Business Practices (Bus. & Prof. Code § 17200, et seq.); (8) Civil Penalties Under PAGA – including any claims of any Labor Code violations alleged in Plaintiff's PAGA Notice, ascertained during the Action and released under Paragraph 5.2 below, and/or that would make Plaintiff an "aggrieved employee" during the PAGA Period) ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Settlement Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.0.1. **Plaintiff's Waiver of Rights Under California Civil Code § 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,

rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.1. Release by Participating Settlement Class Members: All Participating Settlement Class Members, including those who may not be Aggrieved Employees under PAGA, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences, including but not limited to all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint (including but not limited to (1) Failure to Pay Minimum and Regular Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Unfair Business Practices (Bus. & Prof. Code § 17200, *et seq.*). Except as set forth in Paragraph 5.2 of this Agreement, Participating Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation, or claims based on facts occurring outside the Settlement Class Period.

5.2. Release by Participating and Non-Participating Settlement Class Members Who Are Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities, and causes of under PAGA for PAGA penalties that were alleged or reasonably could have been alleged for violations predicated upon any and all Labor Code violations alleged in the Operative Complaint and the PAGA Notice,

including, but not limited to, California Labor Code §§ 201, 201.3, 202, 203, 204(a)-(b), 204, 210, 218.5, 218.6, 226, 226.3, 226(a)-(e), 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699(f), 2800, 2802, 2810.5, , California Business and Professions Code §§ 17200, *et seq.*, the IWC Wage Orders, or any California Labor Code violations that would make Participating or Non-Participating Settlement Class Member an “Aggrieved Employee” for any Labor Code violation during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

6.0. Plaintiff agrees to prepare, obtain approval from Defendant, and file a Motion for Preliminary Approval that complies with the Court’s current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within fourteen (14) calendar days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and/or Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, if any such actual or potential conflicts exist. Similarly, if any other pending matter or action asserting claims will be extinguished or adversely affected by the Settlement, Defendant shall prepare and deliver to Class Counsel a signed declaration from Defendant and/or Defense Counsel identifying any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Defendant and/or Defense Counsel, Defense Counsel will advise Class Counsel.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed order granting

preliminary approval and approval of the Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Settlement Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Settlement Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Settlement Class Members or the Administrator; and, (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Settlement Class Members; its timely transmission to the LWDA of all necessary PAGA documents and, all facts relevant to any actual or potential conflict of interest with Settlement Class Members or the Administrator. Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement or disclose the existence of any such pending matters. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Class Counsel, Class Counsel will advise Defense Counsel.

6.3. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, with approval from Defense Counsel; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting

1 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does
2 not grant Preliminary Approval or conditions Preliminary Approval on any material
3 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
4 together on behalf of the Parties by meeting in person or by telephone, and in good faith,
5 to modify the Agreement and otherwise satisfy the Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.0. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as
8 the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees
9 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
10 Agreement in exchange for payment of Administration Expenses. The Parties and their
11 Counsel represent that they have no interest or relationship, financial or otherwise, with
12 the Administrator other than a professional relationship arising out of prior experiences
13 administering settlements.

14 7.1. Employer Identification Number. The Administrator shall have and use its own Employer
15 Identification Number or that of the QSF (as defined in Paragraph 1.31 of this Agreement,
16 and referenced in Paragraph 7.2 below) for purposes of calculating payroll tax
17 withholdings and providing reports to state and federal tax authorities.

18 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
19 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
20 § 468B-1.

21 7.3. Notice to Settlement Class Members.

22 7.3.1. No later than three (3) business days after receipt of the Settlement Class Data, the
23 Administrator shall notify Class Counsel that the list has been received and state
24 the number of Settlement Class Members, Aggrieved Employees, Workweeks,
25 and PAGA Pay Periods in the Settlement Class Data.

26 7.3.2. Using best efforts to perform as soon as possible, and in no event later than
27 fourteen (14) calendar days after receiving the Settlement Class Data, the
28 Administrator will send to all Settlement Class Members identified in the

1 Settlement Class Data, via first-class USPS mail, the Class Notice substantially in
2 the form attached to this Agreement as **Exhibit A**. The first page of the Class
3 Notice shall prominently estimate the dollar amounts of each Individual Class
4 Payment and/or Individual PAGA Payment payable to the Settlement Class
5 Member and/or Aggrieved Employee, and the number of Workweeks and PAGA
6 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class
7 Notices, the Administrator shall update Settlement Class Member addresses using
8 the NCOA database.

9 7.3.3. Not later than three (3) business days after the Administrator's receipt of any Class
10 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
11 Class Notice using any forwarding address provided by the USPS. If the USPS
12 does not provide a forwarding address, the Administrator shall conduct a
13 Settlement Class Member Address Search and re-mail the Class Notice to the most
14 current address obtained. The Administrator has no obligation to make further
15 attempts to locate or send Class Notice to Settlement Class Members whose Class
16 Notice is returned by the USPS a second time.

17 7.3.4. The deadlines for Settlement Class Members' written objections, challenges to
18 Workweeks and Requests for Exclusion will be extended an additional 14 days
19 beyond the 60 days otherwise provided in the Class Notice for all Settlement Class
20 Members whose notices are re-mailed. The Administrator will inform the
21 Settlement Class Member of the extended deadline with the re-mailed Class
22 Notice.

23 7.3.5. If the Administrator, Defendant's Counsel, or Class Counsel is contacted by or
24 otherwise discovers any persons who believe they should have been included in
25 the Settlement Class Data and should have received Class Notice, the Parties will
26 expeditiously meet and confer in person or by telephone, and in good faith in an
27 effort to agree on whether to include them as Settlement Class Members. If the
28 Parties agree, such persons will be Settlement Class Members entitled to the same

rights as other Settlement Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4. Requests for Exclusion (Opt-Outs). Settlement Class Members who wish to exclude themselves (opt-out of) the Settlement Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Settlement Class Members whose Class Notice is re-mailed) ("Response Deadline"). A Request for Exclusion is a letter from a Settlement Class Member or his/her authorized legal representative that states the Settlement Class Member's election to be excluded from the Settlement Class portion of the Settlement. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, mailing address or telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be faxed, emailed, or mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be delivered via fax or email, or postmarked, no later than the Response Deadline. The delivery or postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Settlement Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a)

1 the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter,
2 whichever date is later, to postmark the revised Request for Exclusion. The
3 Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class
4 Member disputes on the validity or timeliness of a Request for Exclusion. However, the
5 Court has the final authority to make decisions consistent with the terms of this
6 Agreement on the validity or timeliness of a Request for Exclusion. The Court's
7 decision shall be final and not appealable or otherwise susceptible to challenge.

8 7.4.1. If the Administrator has reason to question the authenticity of a Request for
9 Exclusion, the Administrator may demand additional proof of the Settlement Class
10 Member's identity. If the Administrator has reason to question whether anyone
11 claiming to be the representative of the Settlement Class member requesting
12 exclusion is in fact the Settlement Class Member's authorized legal representative,
13 the Administrator may demand additional proof showing the representative is
14 legally authorized to submit a Request for Exclusion on the Settlement Class
15 Member's behalf.

16 7.4.2. Every Settlement Class Member who does not submit a timely and valid Request
17 for Exclusion is deemed to be a Participating Settlement Class Member under this
18 Agreement, entitled to all benefits and bound by all terms and conditions of the
19 Settlement, including the Participating Settlement Class Members' Release under
20 Paragraphs 5.1 of this Agreement, regardless of whether the Participating
21 Settlement Class Member actually receives the Class Notice or objects to the
22 Settlement.

23 7.4.3. Every Settlement Class Member who submits a valid and timely Request for
24 Exclusion is a Non-Participating Settlement Class Member and shall not receive
25 an Individual Settlement Class Payment or have the right to object to the class
26 action components of the Settlement. Because future PAGA claims are subject to
27 claim preclusion upon entry of the Judgment, Non-Participating Settlement Class
28 Members who are Aggrieved Employees are deemed to release the claims

identified in Paragraph 5.2 of this Agreement and are eligible for an Individual
PAGA Payment.

7.5. Challenges to Calculation of Workweeks. Each Settlement Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Settlement Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Settlement Class Member in the Class Notice. The Settlement Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be delivered via fax or email, or postmarked, no later than the Response Deadline. The delivery or postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Settlement Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Settlement Class Data. The Administrator's determination of each Settlement Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.6. Objections to Settlement. Each Participating Settlement Class Members shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) ("Response Deadline") to object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses

1 Payment and/or Settlement Class Representative Service Payment. Only Participating
2 Class Members may send written Objections to the Administrator. A Participating Class
3 Member may object to the Settlement by (1) appearing at the Final Approval Hearing and
4 verbally objecting to the Settlement or any term thereof; and/or (2) sending a written
5 Objection to the Administrator. The written Objection must be valid and timely. To be
6 valid, the written Objection must (1) include the Class Member's full name, mailing
7 address or telephone number, and signature, the contact information for any attorney
8 representing the objecting Class Member, if any, and the factual and legal bases for the
9 Objection, including any supporting papers, briefs, written evidence, declarations, and/or
10 other evidence; (2) state the case name and number of the Action; and (3) be faxed,
11 emailed, or mailed to the specified physical address of the Administrator. To be timely, the
12 written Objection must be delivered via fax or email, or postmarked, no later than the
13 Response Deadline. The delivery or postmark date will be the exclusive means of
14 determining whether a written Objection has been timely submitted. The Administrator,
15 Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes
16 on the validity or timeliness of a written Objection. However, the Court has the authority
17 to make final decisions consistent with the terms of this Agreement on the validity or
18 timeliness of a written Objection. The Court's decision shall be final and not appealable or
19 otherwise susceptible to challenge.

20 7.6.1. Non-Participating Settlement Class Members have no right to object to any of the
21 class action components of the Settlement.

22 7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
23 performed or observed by the Administrator contained in this Agreement or otherwise.

24 7.7.1. Website, Email Address, and Toll-Free Number. The Administrator will establish
25 and maintain and use an internet website to post information of interest to
26 Settlement Class Members including the date, time and location for the Final
27 Approval Hearing and copies of the Settlement Agreement, Motion for
28 Preliminary Approval, Preliminary Approval Order, Class Notice, the Motion for

1 Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel
2 Litigation Expenses Payment, and Settlement Class Representative Service
3 Payment, the Final approval Order and the Judgment. The Administrator will also
4 maintain and monitor an email address, toll-free telephone number, and toll-free
5 fax number to receive Settlement Class Member calls, faxes, and emails.

6 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their
8 validity. Not later than five (5) business days after the expiration of the deadline
9 for submitting Requests for Exclusion, the Administrator shall email a list to Class
10 Counsel and Defense Counsel containing (a) the names and other identifying
11 information of Settlement Class Members who have timely submitted valid
12 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
13 information of Settlement Class Members who have submitted invalid Requests
14 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
15 (whether valid or invalid).

16 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the
18 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
19 Requests for Exclusion (whether valid or invalid) received, objections received,
20 and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved
21 (“Weekly Report”). The Weekly Reports must include the Administrator’s
22 assessment of the validity of Requests for Exclusion and attach copies of all
23 Requests for Exclusion and objections received. In addition to the Weekly
24 Reports, the Administrator shall report to the Parties when it has completed the
25 initial distribution of the Individual Class Payments and Individual PAGA
26 Payments to all individuals with valid addresses.

27 7.7.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 address and make final decisions consistent with the terms of this Agreement on

all Settlement Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's determination of each Settlement Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7.7.5. Administrator's Declaration. Not later than seven (7) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Settlement Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.6. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.0. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Settlement Class Members, Defendant may, but is not obligated to,

1 withdraw from the Settlement. The Parties agree that if Defendant withdraws, the
2 Settlement shall be void ab initio, have no force or effect whatsoever, and that neither
3 Party will have any further obligation to perform under this Agreement; provided,
4 however, Defendant will remain responsible for paying all Settlement administration
5 expenses incurred to that point. Defendant must notify Class Counsel and the Court of its
6 election to withdraw not later than seven days after the Administrator sends the final
7 Exclusion List to Defense Counsel; a late election will have no effect.

8 **9. MOTION FOR FINAL APPROVAL.**

9 9.0. Not later than sixteen (16) court days before the calendared Final Approval Hearing,
10 Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a
11 request for approval of this Settlement under Labor Code § 2699(I), a Proposed final
12 approval order and a proposed Judgment (collectively “Motion for Final Approval”).
13 Plaintiff shall provide drafts of these documents to Defense Counsel not later than three
14 (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
15 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
16 any disagreements concerning the Motion for Final Approval.

17 9.1. Response to Objections. Each Party retains the right to respond to any Objection raised
18 by a Participating Settlement Class Member, including the right to file responsive
19 documents in Court no later than five (5) court days prior to the Final Approval Hearing,
20 or as otherwise ordered or accepted by the Court.

21 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the scope
23 of release to be granted by Settlement Class Members), the Parties will expeditiously work
24 together in good faith to address the Court’s concerns by revising the Agreement as
25 necessary to obtain Final Approval. The Court’s decision to award less than the amounts
26 requested for the Settlement Class Representative Service Payment, Class Counsel Fees
27 Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses
28 Payment shall not constitute a material modification to the Agreement within the meaning

of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected as set forth in this Settlement, the Parties, their respective counsel, and all Participating Settlement Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Settlement Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Settlement Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **10. AMENDED JUDGMENT.**

2 10.0. If any amended judgment is required under Code of Civil Procedure § 384, the Parties
3 will work together in good faith to jointly submit a proposed amended judgment.

4 **11. ADDITIONAL PROVISIONS.**

5 11.0. No Admission of Liability, Class Certification or Representative Manageability for Other
6 Purposes. This Agreement represents a compromise and settlement of highly disputed
7 claims. Nothing in this Agreement is intended or should be construed as an admission by
8 Defendant that any of the allegations in the Operative Complaint have merit, that
9 Defendant engaged in any unlawful conduct, or that Defendant has any liability for any
10 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
11 Defendant's defenses in the Action have merit. The Parties agree that class certification
12 and representative treatment is for purposes of this Settlement only. If, for any reason the
13 Court does not grant Preliminary Approval, Final Approval or enter Judgment, or the
14 Judgment is modified pursuant to any order by any reviewing court, Defendant reserves
15 the right to contest certification of any class for any reasons, and Defendant reserves all
16 available defenses to the claims in the Action, and Plaintiff reserves the right to move for
17 class certification on any grounds available and to contest Defendant's defenses. The
18 Settlement, this Agreement and Parties' willingness to settle the Action will have no
19 bearing on, and will not be admissible in connection with, any litigation (except for
20 proceedings to enforce or effectuate the Settlement and this Agreement).

21 11.1. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
22 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
23 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
24 or cause or permit another person to disclose, disseminate or publicize, any of the terms
25 of the Agreement directly or indirectly, specifically or generally, to any person,
26 corporation, association, government agency, or other entity except: (1) to the Parties'
27 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
28 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income

to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Settlement Class Members in accordance with Class Counsel’s ethical obligations owed to Settlement Class Members.

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Settlement Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Settlement Class Members in accordance with Class Counsel’s ethical obligations owed to Settlement Class Members.

11.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, seeking

1 agreement to any proposed modification of the Settlement Agreement and submitting
2 supplemental evidence and supplementing points and authorities as requested by the
3 Court. In the event the Parties are unable to agree upon the form or content of any
4 document necessary to implement the Settlement, or on any modification of the
5 Agreement that may become necessary to implement the Settlement, the Parties will seek
6 the assistance of a mediator and/or the Court for resolution.

7 11.6. No Prior Assignments. The Parties separately represent and warrant that they have not
8 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
9 or encumber to any person or entity and portion of any liability, claim, demand, action,
10 cause of action, or right released and discharged by the Party in this Settlement.

11 11.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
12 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
13 be relied upon as such within the meaning of United States Treasury Department Circular
14 230 (31 CFR Part 10, as amended) or otherwise.

15 11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended,
16 modified, changed, or waived only by an express written instrument signed by all Parties
17 or their authorized legal representatives, and approved by the Court.

18 11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
19 benefit of, the successors of each of the Parties.

20 11.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
21 governed by and interpreted according to the internal laws of the state of California,
22 without regard to conflict of law principles.

23 11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
24 this Agreement. This Agreement will not be construed against any Party on the basis that
25 the Party was the drafter or participated in the drafting.

26 11.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
27 during Action and in this Agreement relating to the confidentiality of information shall
28 survive the execution of this Agreement.

11.13. Use and Return of Settlement Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Settlement Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Settlement Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Settlement Class Data.

11.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon
Lilit Ter-Astvatsatryan
Jacquelyne VanEmmerik
Nichelle Christopherson
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017

Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Robert Hudock
HUDOCK EMPLOYMENT LAW GROUP, APC
rhudock@hudockemploymentlaw.com
Tel. 323.608.4989

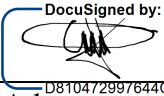
11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or electronically (i.e. DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Signatures on the following page.

Plaintiff & Settlement Class Representative:

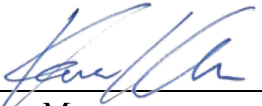
Dated: 2/3/2026

By: 
Maria Adame

Plaintiff's Counsel:

Dated: 02/03/2026

MOON LAW GROUP, PC

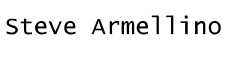
By: 
Kane Moon
Lilit Ter-Astvatsatryan
Jacquelyne VanEmmerik
Nichelle Christopherson

Attorneys for Plaintiff

Defendant:

Dated: 02/03/2026

U.S. Armor Corporation

By: 
Steve Armellino
Print Name


Signature

President

Title

Defendant's Counsel:

Dated: 2/2/2026

HUDOCK EMPLOYMENT LAW GROUP, APC

By: _____

Signed by: 
826CF97451D245A...

Robert Hudock

Attorneys for Defendant