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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ERNESTO JAVIER OROZCO,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

SOLID PROPERTY SERVICES, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 37-2021-00024361-CU-OE-CTL
Assigned to Hon. Michael T. Smyth, Dept. 67

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: June 2, 2021
FAC filed: February 7, 2023
Trial date: Not Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ernesto Javier Orozco (“Plaintiff”) and Defendant Solid Property Services, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendants captioned *Ernesto Javier Orozco v. Solid Property Services, Inc.*, San Diego Superior Court Case No. 37-2021-00024361-CU-OE-CTL.

1 1.2 “Administrator” means Apex Class Action LLC the neutral entity the Parties have agreed
2 to appoint to administer the Settlement.

3 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
4 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
5 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
6 Approval of the Settlement.

7 1.4 “Aggrieved Employee” means all individuals who have been employed by Defendant in
8 California as hourly-paid or non-exempt employees at any point during the PAGA Period, as
9 more fully defined in Labor Code section 2775, *et seq.*, including current and former employees
10 (“Aggrieved Employee(s)").

11 1.5 “Class” means all individuals who have been employed by Defendant in California as a
12 non-exempt, hourly-paid employee, including current and former employees, during the Class
13 Period (“Class Member(s)").

14 1.6 “Class Counsel” means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., and
15 Samantha Costa, Esq. of Wilshire Law Firm, PLC.

16 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
17 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
18 request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at
19 \$133,333.33).

20 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
21 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
22 not to exceed \$40,000.00, and paid from the Gross Settlement Amount.

23 1.9 “Class Data” means Class Member identifying information in Defendant’s possession,
24 custody, or control for each Class Member, including each Class Member’s name, Social Security
25 Number, last known mailing address, last known telephone number, number of Workweeks, and
26 number of PAGA Pay Periods.

27 1.10 “Class Member Address Search” means the Administrator’s investigation and search for
28 current Class Member mailing addresses using all reasonably available sources, methods, and

means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from June 2, 2017, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive.

1.13 “Class Representative” means the named Plaintiff Ernesto Javier Orozco in the Action.

1.14 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of San Diego.

1.16 “Defendant” means named Defendant Solid Property Services, Inc..

1.17 “Defense Counsel” means Keith A. Fink and Oliver J. Vasquez of Keith A. Fink & Associates.

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

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

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

1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” or “GSA” means \$400,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

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

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.30 “Operative Complaint” means the operative Class and Representative Action Complaint filed in the Class Action.

1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one or more hours during the PAGA Period.

1.32 “PAGA Period” means the period is June 2, 2020, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive.

1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34 “PAGA Notice” means Plaintiff’s June 2, 2021, letter (LWDA-CM-833873-21) to the

LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

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

1.37 “Plaintiff” means Ernesto Javier Orozco, the named plaintiff in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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

1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41 “Released Parties” means Defendant and Defendant’s officers, directors, managerial employees, and agents.

1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.45 “Workweek” means any workweek in which a Class Member worked any hours for Defendant in California during the Class Period.

2. RECITALS.

2.1 Plaintiff Ernesto Javier Orozco filed this class action complaint on June 2, 2021, against Defendant Solid Property Services, Inc. for systemic violations of the California Labor Code and Business & Professions Code. Plaintiff brings this action on behalf of himself and similarly situated employees for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages (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 Periods (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); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). On June 2, 2021, Plaintiff filed a PAGA Notice with the California Labor & Workforce Development Agency and served to Defendant, pursuant to Labor Code § 2699.3(a). On February 7, 2023, Plaintiff amended his complaint to include a representative cause of action under the Private Attorneys General Act of 2004 (“PAGA”) to seek civil penalties on behalf of the State of California and other aggrieved employees. Defendant’s liability is supported by Plaintiff’s testimony and corroborated by the nature of Defendant’s policies and practices, which affected not only Plaintiff but similarly situated employees across the class period.

2.2 This matter is assigned for all purposes to Honorable Michael T. Smyth, Department 67 of the San Diego Superior Court. There is no trial date set.

2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged in the Actions.

2.4 In advance of mediation, Defendant agreed to provide informal discovery, including Defendant’s informal production of Class Member and Aggrieved Employees’ time and pay records, Plaintiff’s personnel files including complete time records and pay stubs, data points, Employee Handbooks, and Class Member job descriptions. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to the Actions.

2.5 Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and

1 payroll data for Class Members and the necessary policy documents through informal discovery
2 to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement
3 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
4 forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot*
5 *Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

6 2.6 On October 31, 2025, the Parties participated in an all-day mediation presided over by
7 mediator David Phillips, Esq. via Zoom. The Parties accepted a mediator's proposal that day and
8 agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum
9 of Understanding on March 26, 2026.

10 2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
11 any other pending matter or action asserting claims that will be extinguished or affected by the
12 Settlement.

13 3. **MONETARY TERMS.**

14 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
15 Defendant will pay \$400,000.00 to fully settle, resolve, and extinguish all claims asserted in the
16 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
17 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
18 wage portions of the Individual Class Payments, which Defendant will pay separately.

19 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
20 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
21 in the Final Approval:

22 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
23 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
24 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
25 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the
26 Court approves an Enhancement Award less than the amount requested, the Administrator will
27 retain the remainder in the Net Settlement Amount to be distributed to Participating Class
28 Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff

assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$133,333.33, and a Class Counsel Litigation Expenses Payment for actual costs. Defendant will not oppose requests for these payments. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of 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.

3.2.3 To the Administrator: An Administrator Costs for actual costs, not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the 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 Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 1,225 Class Members who collectively worked a total of 15,592 Workweeks during the Class Period.

4.2 Class Data. Within seven (7) days of the Court issuing an order granting preliminary approval of this Settlement, Defendant will deliver to the Administrator identifying information in Defendant’s possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last known mailing address, last known telephone

number, number of Workweeks, and number of PAGA Pay Periods. The Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement (such as issuing notices and payments to the Class Members) and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted class member identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Additionally, on or before the date on which Plaintiff files the initial motion for approval of this Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the Class Data will be in their possession by no later than 7 calendar days after that filing date, to ensure that there will be no delays in providing the Class Data to the Administrator.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator by the latter date of either: (1) April 30, 2027, or (2) within fourteen (14) days of the Effective Date. In the event the Court has entered a judgment on an order granting final approval of this Settlement and that judgment is final on or before April 15, 2027, Defendant shall fund the Settlement with two installment payments as follows: (1) the first payment of \$200,000.00 is to be paid within fourteen (14) days of the date by which both the Court has entered a judgment on an order granting final approval of this Settlement and that judgment is final, or by October 31, 2026, whichever is later, and (2) the second payment shall be the remaining portion of the Gross Settlement Amount, plus Defendant's share of payroll taxes, and shall be paid by April 30, 2027.

4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the

1 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
2 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
3 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
4 Individual Class Payments and Individual PAGA Payments.

5 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
6 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
7 face of each check shall prominently state the date (180 days after the date of mailing) when the
8 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
9 Void Date. The Administrator will send checks for Individual Settlement Payments to all
10 Participating Class Members (including those for whom the Class Notice was returned
11 undelivered). The Administrator will send checks for Individual PAGA Payments to all
12 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
13 Employees (including those for whom Class Notice was returned undelivered). The
14 Administrator may send Participating Class Members a single check combining the Individual
15 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
16 Administrator must update the recipients’ mailing addresses using the National Change of
17 Address Database.

18 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
19 Members whose checks are returned undelivered without USPS forwarding address. Within
20 fourteen (14) days of receiving a returned check, the Administrator must re-mail checks to the
21 USPS forwarding address provided or to an address ascertained through the Class Member
22 Address Search. The Administrator need not take further steps to deliver checks to Class
23 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly
24 send a replacement check to any Class Member whose original check was lost or misplaced,
25 requested by the Class Member prior to the void date.

26 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
27 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
28 funds represented by such checks to the California Controller's Unclaimed Property Fund in the

1 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
2 California Code of Civil Procedure Section 384, subd. (b).

3 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Defendant to confer any additional benefits or make any additional payments to Class
5 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

10 5.1 Plaintiff’s Release. Upon Defendant’s payment in full of the GSA and the
11 employer’s taxes for the portion of the Settlement allocated to settlement of wage claims, Plaintiff
12 agrees to a general release of all of Plaintiff’s known and unknown claims against the Released
13 Parties and waiver of Civil Code section 1542. Plaintiff discharges Released Parties from all
14 claims, transactions, or occurrences, that occurred during the Class Period, including all claims
15 that were, or reasonably could have been, alleged, based on the facts contained in the Actions;
16 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
17 VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under
18 federal law (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions
19 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
20 benefits, social security benefits, workers’ compensation benefits that arose at any time, or based
21 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
22 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
23 true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
24 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

25 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
26 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
27 and benefits, if any, of section 1542 of the California Civil Code, which reads:

28 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.

5.2 Released Class Claims: Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to the Released Parties are all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated the operative complaint filed in the Action.

5.3 Released PAGA Claims: Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Aggrieved Employees and the State of California as to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all 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 PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission

to the LWDA of this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and 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.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

1 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
2 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
3 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
4 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
5 to Participating Class Members.

6 7.4 Notice to Class Members.

7 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
8 shall notify Class Counsel that the list has been received and state the number of Class Members,
9 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

10 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
11 after receiving the Class Data, the Administrator will send to all Class Members identified in the
12 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
13 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
14 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
15 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
16 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
17 Notices, the Administrator shall update Class Member addresses using the National Change of
18 Address database.

19 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
20 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
21 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
22 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
23 Notice to the most current address obtained. The Administrator has no obligation to make further
24 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
25 USPS a second time.

26 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
27 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
28 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-

1 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
2 mailed Class Notice.

3 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data and should
5 have received Class Notice, the Parties will expeditiously meet and confer in person or by
6 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
7 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
8 Members, the Administrator will send, via email or overnight delivery, a Class Notice requiring
9 them to exercise options under this Agreement not later than fourteen (14) days after receipt of
10 Class Notice, or the deadline dates in the Class Notice, whichever are later.

11 7.5 Requests for Exclusion (Opt-Outs).

12 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
13 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
14 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
15 14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
16 from a Class Member or their representative that reasonably communicates the Class Member's
17 election to be excluded from the Settlement and includes the Class Member's name, address and
18 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
19 emailed, or postmarked by the Response Deadline.

20 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
21 to contain all the information specified in the Class Notice. The Administrator shall accept any
22 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
23 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to challenge. If the
25 Administrator has reason to question the authenticity of a Request for Exclusion, the
26 Administrator may demand additional proof of the Class Member's identity. The Administrator's
27 determination of authenticity shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class Members'
4 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
5 Class Member actually receives the Class Notice or objects to the Settlement.

6 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
8 right to object to the class action components of the Settlement. Because future PAGA claims are
9 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
10 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
11 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

12 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
13 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
14 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
15 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
16 may challenge the allocation by communicating with the Administrator via fax, email or mail.
17 The Administrator must encourage the challenging Class Member to submit supporting
18 documentation. In the absence of any contrary documentation, the Administrator is entitled to
19 presume that the Workweeks contained in the Class Notice are correct so long as they are
20 consistent with the Class Data. The Administrator's determination of each Class Member's
21 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
22 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
23 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
24 Administrator's determination of the challenges.

25 7.7 Objections to Settlement.

26 7.7.1 Only Participating Class Members may object to the class action components of the
27 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
28 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses

1 Payment and/or Enhancement Award.

2 7.7.2 Participating Class Members may send written objections to the Administrator, by
3 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
4 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
5 Participating Class Member who elects to send a written objection to the Administrator must do
6 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
7 an additional 14 days for Class Members whose Class Notice was re-mailed).

8 7.7.3 Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

10 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
11 be performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
13 maintain and use an internet website to post information of interest to Class Members including
14 the date, time and location for the Final Approval Hearing and copies of the Settlement
15 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
16 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
18 Administrator will also maintain and monitor an email address and a toll-free telephone number
19 to receive Class Member calls, faxes and emails.

20 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
22 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
23 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
24 and other identifying information of Class Members who have timely submitted valid Requests
25 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
26 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
27 Exclusion from Settlement submitted (whether valid or invalid).

28 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports

to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 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 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.

7.8.6 Final Report by Settlement Administrator. Within 10 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

1 Administrator's declaration in Court.

2 8. **ESCALATOR CLAUSE.** The GSA was calculated based on Defendant's above estimated
3 number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. If,
4 during the course of this Settlement process, the total number of Workweeks (as defined above)
5 increases by more than 5% (i.e. more than 780 Workweeks), then the GSA will be increased by
6 an amount proportional to the increase in Workweeks worked in excess of 5%. For example, if
7 the final number of total Workweeks is 6% more than the estimated number of Workweeks stated
8 above, then the GSA will increase by 1%. This is a material representation for Plaintiff to enter
9 into this Settlement.

10 9. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
11 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
12 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
13 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
14 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide
15 drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
16 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
17 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

1 meaning of this paragraph.

2 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
3 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
4 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
5 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

6 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
7 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
9 counsel, and all Participating Class Members who did not object to the Settlement as provided in
10 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
11 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
12 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
13 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
14 obligations to perform under this Agreement will be suspended until such time as the appeal is
15 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
16 of the Net Settlement Amount.

17 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
19 modification of this Agreement (including, but not limited to, the scope of release to be granted
20 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
21 expeditiously work together in good faith to address the appellate court's concerns and to obtain
22 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
23 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
24 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
25 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
26 Settlement Amount remains unchanged.

27 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
28 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed

1 amended judgment.

2 **11. ADDITIONAL PROVISIONS.**

3 11.1 No Admission of Liability, Class Certification or Representative Manageability for
4 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
5 claims. Nothing in this Agreement is intended or should be construed as an admission by
6 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
7 any liability for any claims asserted; nor should it be intended or construed as an admission by
8 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
9 certification and representative treatment is for purposes of this Settlement only. If, for any
10 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
11 reserves the right to contest certification of any class for any reason, Defendant reserves all
12 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
13 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
14 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
15 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
16 Settlement and this Agreement).

17 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
18 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
19 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
20 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
21 or indirectly, specifically or generally, to any person, corporation, association, government
22 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
23 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
24 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
25 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
26 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
27 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
28 Counsel separately agree not to, directly or indirectly, initiate any conversation or other

1 communication, before the filing of the Motion for Preliminary Approval, with any third party
2 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
3 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
4 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
5 obligations owed to Class Members.

6 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
9 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
10 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

11 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
14 inducements made to or by any Party.

15 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents reasonably required to effectuate the terms of this
19 Agreement including any amendments to this Agreement.

20 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action, or right released and discharged by the Party in this Settlement.

3 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
4 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
5 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
6 Part 10, as amended) or otherwise.

7 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed by all Parties or their
9 representatives, and approved by the Court.

10 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
11 to the benefit of, the successors of each of the Parties.

12 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
13 governed by and interpreted according to the internal laws of the state of California, without
14 regard to conflict of law principles.

15 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
16 of this Agreement. This Agreement will not be construed against any Party on the basis that the
17 Party was the drafter or participated in the drafting.

18 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
19 entered during Action and in this Agreement relating to the confidentiality of information shall
20 survive the execution of this Agreement.

21 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
22 inserted for convenience of reference only and does not constitute a part of this Agreement.

23 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
24 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
25 weekend or federal legal holiday, such date or deadline shall be on the first business day
26 thereafter.

27 11.16 Notice. All notices, demands, or other communications between the Parties in
28 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:

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber, Esq.
benjamin.haber@wilshirelawfirm.com
Talar DerOhanessian, Esq.
talar.derohanessian@wilshirelawfirm.com
Samantha J. Costa, Esq.
samantha.costa@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

KEITH A. FINK & ASSOCIATES

Keith A. Fink, Esq.
kfink@finklawnfirm.com
Oliver J. Vasquez, Esq.
ovasquez@finklawnfirm.com
11693 San Vincente Blvd., Suite 128
Los Angeles, California 90049
Telephone: (310) 268-0780
Facsimile: (310) 268-0790

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

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 pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable

1 and binding upon all Parties, and that it shall be admissible and subject to disclosure in any
2 proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b),
3 notwithstanding the confidentiality provisions that otherwise might apply under federal or state
4 law. The Parties further agree and intend that the San Diego County Superior Court may enforce
5 this Agreement pursuant to Code of Civil Procedure section 664.6.

6 IT IS SO AGREED.

7 Plaintiff:

8
9 Dated: _____

Ernesto Javier Orozco

10 Defendant:

11
12 Dated: _____

Digitally signed
by Juan Bernard
Date: 2026.06.15
13:12:48 -07'00'
Solid Property Services, Inc.

By (name): Juan Acosta

Title: Director of Finance & HR

16 Approved as to form:

17
18 WILSHIRE LAW FIRM, PLC

19 Dated: _____

By: _____
Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Samantha Costa, Esq.
Counsel for Plaintiff Ernesto Javier Orozco

23 KEITH A. FINK & ASSOCIATES

24
25 Dated: June 15, 2026

By: Keith A. Fink
Keith A. Fink, Esq.
Oliver J. Vasquez, Esq.
Counsel for Defendant Solid Property Services,
Inc.

and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Diego County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

Plaintiff:

Dated: 5/18/2026

DocuSigned by:
Ernesto Orozco Ceron
556D7A2ACB0E439...

Ernesto Javier Orozco

Defendant:

Dated: _____

Solid Property Services, Inc.

By (name): _____

Title: _____

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: May 19, 2026

By: Benjamin H. Haber
Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Samantha Costa, Esq.
Counsel for Plaintiff Ernesto Javier Orozco

KEITH A. FINK & ASSOCIATES

Dated: _____

By: _____
Keith A. Fink, Esq.
Oliver J. Vasquez, Esq.
Counsel for Defendant Solid Property Services, Inc.