JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Jose Lomeli and Izak Lomeli v. Chartwell Staffing Services, Inc.; Radial, Inc.; Radial Holdings
San Bernardino County Superior Court, Consolidated Case Nos. CIVSB2123334 and CIVSB2131582

Cynthia Carlin v. Radial Inc.; Bpost US Holdings, Inc.
San Bernardino County Superior Court, Case No. CIVSB2313424

Jorge Vazquez v. Radial, Inc. dba Radial Fulfillment Center; Labor Guys, LLC
San Bernardino County Superior Court Case No. CIVSB2403682

Ruben Ruiz v. Radial, Inc.
San Bernardino County Superior Court Case No. CIVSB2414918

Ruben Ruiz v. Radial, Inc.
San Bernardino County Superior Court Case No. CIVSB2421760

This Settlement Agreement sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Settlement Agreement.

A. PARTIES AND SCOPE

1. "Action" means all of following pending lawsuits, collectively: the "Lomeli Lawsuit," the "Carlin Lawsuit," the "Vazquez Lawsuit," and the "Ruiz Lawsuit," as those terms are defined below.

2. "Chartwell" means Chartwell Staffing Services, Inc.

3. "Chartwell Employees" means all employees of Chartwell Staffing Services, Inc. who were placed at Radial, Inc. in California or assigned to perform work for Radial, Inc. in California.

4. "Class Member" or "Class Members" means and refers to all of the following collectively: (1) all current and former nonexempt employees employed by Radial in California during the Class Period; (2) the Labor Guys Employees; and (3) the Chartwell Employees.

5. "Class Period" means, as to Defendants, the period from August 1, 2022, up to and including January 14, 2025, subject to the Escalator Clause in Paragraph 105, below. As to Chartwell Employees, the "Class Period" means the period from August 6, 2020, up to and including October 15, 2023 (the date that Chartwell Employees ceased working at Radial, Inc.).

6. "Complaint" means the operative First Amended Complaint filed on October 21, 2025, in the Lomeli Lawsuit, which adds to the Lomeli Lawsuit all of the claims alleged in the Carlin Lawsuit, the Vazquez Lawsuit, and the Ruiz Lawsuit.

 J. L

7. “Defendants” mean each of the following, collectively: Radial Inc. and Labor Guys, LLC.

8. “Labor Guys” means Labor Guys, LLC

9. “Labor Guys Employees” means all employees of Labor Guys, LLC who were placed at Radial, Inc. in California or assigned to perform work for Radial, Inc. in California during the Class Period.

10. “Named Plaintiffs” means all of the following, collectively: Jose Lomeli, Izak Lomeli, Cynthia Carlin, Jorge Vasquez, and Ruben Ruiz and “Named Plaintiff” shall refer to any one of such individuals.

11. “PAGA Period” means, as to Defendants, the period from August 1, 2022, up to and including January 14, 2025. As to Chartwell Employees, the “PAGA Period” means the period from August 6, 2020, up to and including October 15, 2023 (the date that Chartwell Employees ceased working at Radial, Inc.).

12. “PAGA Recipient” or “PAGA Recipients” means and refers to all of the following collectively: (1) all current and former non-exempt employees employed by Radial in California during the PAGA Period; (2) the Labor Guys Employees; and (3) the Chartwell Employees.

13. “Parties” means Named Plaintiffs and Defendants, collectively.

14. The “Settlement Class'” or “Settlement Class Members” means all Class Members who do not submit a timely Request for Exclusion

15. “Radial” means Radial, Inc.

B. ESSENTIAL MONETARY TERMS

16. “Attorneys’ Costs” means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Thirty-Five Thousand Dollars and Zero Cents (**$35,000.00**). Attorneys’ Costs will be funded by the GSA.

17. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed one-third of the GSA, which is currently estimated to be Two Hundred and Sixty Six Thousand, Six Hundred and Sixty Six Dollars and Sixty Seven Cents (**$266,666.67**). This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Fees will be funded by the GSA.

J. L

18. "Gross Settlement Amount" ("GSA") means the amount of Eight Hundred Thousand Dollars and Zero Cents (**$800,000.00**) that Defendants will pay if the Court approves this Settlement Agreement and the Effective Date occurs, subject to the Escalator Clause in Paragraph 105, below. The GSA will fund: (a) the Net Settlement Amount, (b) the PAGA Settlement Fund; (c) the award of Attorneys' Fees; (d) the award of Attorneys' Costs; (e) the Representative Enhancement Award; and (f) the Settlement Administration Costs.

19. "PAGA Settlement Fund" means the amount of Eighty Thousand Dollars and Zero Cents (**$80,000.00**) which shall be deducted from the Gross Settlement Amount and allocated to penalties pursuant to the Private Attorneys' General Act of 2004 ("PAGA"), and which will be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) to PAGA Recipients.

20. "Representative Enhancement Award" means such compensation as the Court may award to Named Plaintiffs for their efforts during the Action, which shall not exceed Nine Thousand Dollars and Zero Cents (**$9,000.00**) per Named Plaintiff. The Representative Enhancement Award will be funded by the GSA and shall be in addition to any Individual Class Payment and any Individual PAGA Payment issued to each Named Plaintiff. Defendants will not oppose a request by Named Plaintiffs for a Representative Enhancement Award up to $9,000.00 to each Named Plaintiff in exchange for a full release and Civil Code § 1542 waiver. Named Plaintiffs' general releases and Civil Code § 1542 waivers shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

21. "Settlement Administration Costs" means the amount from the GSA which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, and which are currently estimated as not exceeding Thirteen Thousand Five Hundred Dollars and Zero Cents (**$13,500.00**). To the extent the Administration Expenses are less or the Court approves payment less than $13,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

C. LAWSUITS SETTLED

22. The "Carlin Lawsuit" means *Cynthia Carlin v. Radial Inc.; Bpost US Holdings, Inc.; and Does 1-10*, pending in San Bernardino County Superior Court, Case No. CIVSB2313424.

23. The "Lomeli Lawsuit" means *Jose Lomeli and Izak Lomeli v. Chartwell Staffing Services, Inc.; Radial, Inc.; Radial Holdings; and Does 1-100*, pending in San Bernardino County Superior Court, consolidated Case Nos. CIVSB2123334 and CIVSB2131582.

24. The "Ruiz Lawsuit" means *Ruben Ruiz v. Radial, Inc.; Does 1-50*, pending in San Bernardino County Superior Court as two separate actions, Case Nos. CIVSB2414918 and CIVSB2421760.

25. The "Vazquez Lawsuit" means *Jorge Vazquez v. Radial, Inc. dba Radial Fulfillment Center; Labor Guys, LLC; and Does 1-10,* pending in San Bernardino County Superior

J. L

Court, Case No. CIVSB2403682.

D. COUNSEL

26. "Class Counsel" means, collectively, Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP; Grant Savoy of Salouki Savoy Law LLP; Edwin Kamarzarian of Moon Law Group; Mehrdad Bakhour of Bakhour Law Group, P.C.; and Joshua Falakassa of Falakassa Law Group, P.C.

27. "Defense Counsel" means, collectively, Radial, Inc.'s Counsel and Labor Guys, LLC's Counsel.

28. "Labor Guys, LLC's Counsel" means Eric J. Gitig of Jackson Lewis P.C.

29. "Radial, Inc.'s Counsel" means Alaya B. Meyers, Esq., and Timothy M. Wojcik, Esq., of Littler Mendelson, P.C.

E. ADDITIONAL DEFINITIONS

30. "Aggrieved Employee Settlement Fund" means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the Aggrieved Employee Settlement Fund.

31. "Class Action Settlement" means all claims brought by Named Plaintiffs in the Action, with the exception of Named Plaintiffs' claims for civil penalties brought under the Private Attorneys General Act ("PAGA").

32. "Class List" means the list of full names, most recent mailing addresses, Social Security numbers, and dates of employment or number of pay periods and workweeks, as available, for each: (1) all current and former non-exempt employees employed by Radial in California during the Class Period; and (2) the Labor Guys Employees. "Class List" does not include Chartwell Employees or any of the preceding information for Chartwell employees. The Class List shall be used solely for settlement administration purposes and shall be maintained and handled in compliance with the California Consumer Privacy Act (CCPA) and all other applicable privacy laws.

33. "Class Notice" means the form of notice that will be sent to each Class Member accompanying their Individual Settlement Payment and, if eligible, their Individual PAGA Payment, which shall be substantially in the form attached hereto as **Exhibit A**. To the extent that the Parties need to use an alternative calculation method for Chartwell Employees, as set forth in Paragraph 107, below, they will meet and confer at a later date on a separate, alternative notice for Chartwell Employees to be presented to the Court for approval.

34. "Class Period Workweek Value" means the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

35. "Court" means the San Bernardino County Superior Court, where San Bernardino

J. L

County Superior Court Consolidated Case Nos. CIVSB2123334 and CIVSB2131582 is presently venued, and specifically the Hon. Stephanie Tanada, or such other judge as (a) may be assigned to the Action or (b) may sit in her stead.

36. "Individual Class Payment" means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of Workweeks worked during the Class Period in relation to other Settlement Class Members.

37. "Individual PAGA Payment" means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be calculated proportionately for each PAGA Recipient based on the number of Pay Periods worked during the PAGA Period in relation to other PAGA Recipients.

38. "LWDA Payment" means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

39. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount minus (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorneys' Fees to Class Counsel; (d) the award of Attorneys' Costs to Class Counsel; (e) the Representative Enhancement Award to Named Plaintiffs; and (f) the Settlement Administration Costs.

40. "PAGA Claim Settlement" means the settlement of Named Plaintiffs' claims for civil penalties brought under PAGA.

41. "PAGA Pay Period Value" means the quotient of the PAGA Settlement Fund divided by the Total PAGA Pay Periods.

42. "Response Deadline" means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later.

43. "Settlement Administrator" means Apex Class Action Administration, or such other third-party settlement administrator as may be appointed by the Court for the purposes of administering this Settlement.

44. "Settlement Agreement," "Settlement," or "Agreement" means this Joint Stipulation of Settlement of Class Action and PAGA Settlement and Release.

45. "Settlement Approval" means the settlement approval order and judgment that will be entered by the Court.

J. L

46. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement Agreement shall be paid, as set forth herein.

47. “Total Class Period Workweeks” means the sum of all workweeks worked by all Settlement Class Members as a non-exempt hourly employee in California during the Class Period.

48. “Total PAGA Pay Periods” means the sum of all pay periods worked by all PAGA Recipients as a non-exempt hourly employee in California during the PAGA Period.

49. “Void Date” means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the payment checks will no longer be valid and negotiable.

50. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period, using records where available and reasonable estimates and/or extrapolations where not available. As to Chartwell Employees, Plaintiffs have estimated for settlement purposes that there are 15,000 Workweeks at issue (the “Chartwell Workweeks”).

F. RECITALS

51. The Lomeli Lawsuit. On August 5, 2021, Jose Lomeli and Isak Lomeli filed a proposed class action lawsuit styled, *Jose Lomeli and Izak Lomeli v. Chartwell Staffing Services, Inc.; Radial, Inc.; Radial Holdings*, San Bernardino County Superior Court Case No. CIVSB2123334, alleging claims for: (1) unpaid minimum and overtime wages, (2) meal period violations, (3) rest break violations, (4) untimely wages during employment, (5) wage statement violations, (6) untimely final wages, and (7) unfair competition. On November 5, 2021, Jose Lomeli and Izak Lomeli filed another lawsuit, styled *Jose Lomeli and Izak Lomeli v. Chartwell Staffing Services, Inc.; Radial, Inc.; Radial* Holdings, San Bernardino County Superior Court Case No. CIVSB2131582, alleging a single cause of action for civil penalties under PAGA. On or about January 11, 2024, the Case Nos. CIVSB2123334 and CIVSB2131582 were ordered consolidated.

52. The Carlin Lawsuit. On June 14, 2024, Cynthia Carlin filed a proposed class action lawsuit, styled *Cynthia Carlin v. Radial Inc.; Bpost US Holdings, Inc*., San Bernardino County Superior Court, Case No. CIVSB2313424, alleging claims for: (1) unpaid overtime, (2) meal period violations, (3) rest break violations, (4) waiting time penalties, (5) failure to pay all hours worked, (6) wage statement violations, (7) civil penalties under PAGA, and (8) unfair competition.

53. The Vazquez Lawsuit. On January 23, 2024, Jorge Vazquez filed a proposed class action lawsuit, styled *Jorge Vazquez v. Radial, Inc. dba Radial Fulfillment Center; Labor Guys, LLC*, San Bernardino County Superior Court Case No. CIVSB2403682. On April 2, 2024, Vazquez filed his operative First Amended Complaint, alleging claims for: (1) unpaid minimum wage, (2) unpaid overtime, (3) meal period violations, (4) rest break violations, (5) unreimbursed business expenses, (6) wage statement violations, (7) waiting time penalties, (8) unfair competition, and (9) civil penalties under PAGA.

J. L

54. The Ruiz Lawsuit. On April 24, 2024, Ruben Ruiz filed a proposed class action lawsuit, styled *Ruben Ruiz v. Radial, Inc.*, San Bernardino County Superior Court Case No. CIVSB2414918, alleging claims for (1) unpaid minimum wage, (2) unpaid overtime (3) failure to properly accrue, calculate, and pay California Paid Sick Leave ("PSL"); (4) meal period violations; (5) rest break violations; (6) wage statement violations; (7) waiting time penalties, and (8) unfair competition. On July 2, 2024, Ruben Ruiz filed another lawsuit, styled *Ruben Ruiz v. Radial, Inc.*, San Bernardino County Superior Court Case No. CIVSB2421760, alleging a single cause of action for civil penalties under PAGA.

55. On November 15, 2024, the Parties participated in mediation with David Phillips, Esq, an experienced class action mediator.

56. On or around October 21, 2025, Named Plaintiffs filed a First Amended Complaint in the Lomeli Lawsuit, which joined Cynthia Carlin, Jorge Vazquez and Ruben Ruiz as plaintiffs in the Lomeli Lawsuit, and consolidated into the Lomeli Lawsuit all of the claims alleged in the Carlin Lawsuit, the Vazquez Lawsuit, and the Ruiz Lawsuit.

57. In consideration of the promises and warranties set forth in this Settlement Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Named Plaintiffs, individually on behalf of themselves and on behalf of the Class Members, the PAGA Recipients, and the LWDA's interests, on the one hand, and Defendants, on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this Settlement Agreement.

58. This Settlement Agreement is entered into without any admission of liability and Defendants expressly deny any wrongdoing or liability to Named Plaintiffs, the Class Members, the PAGA Recipients, and the LWDA.

G. STIPULATION TO CONDITIONAL CLASS CERTIFICATION

59. Solely for the purposes of this Settlement, the Parties stipulate and agree that for this Settlement to occur, the Court must conditionally certify the following class as to all non-PAGA claims that have been asserted: (1) all current and former non-exempt employees employed by any of the Defendants in California during the Class Period; and (2) all employees of Chartwell Staffing Services, Inc. who were placed at Radial, Inc. in California or assigned to perform work for Radial, Inc. in California at any time during the Class Period.

60. Should this Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

H. RELEASES

J. L

61. Released Parties" means Radial Inc., Radial Holdings, Bpost US Holdings, Inc., and Labor Guys, LLC, Chartwell Staffing Services, Inc., and their respective present and former parents, owners, subsidiaries, customers, and any affiliated or related persons or entities and each of their respective directors, employees, partners, owners, shareholders, officers, and attorneys and agents and any other successors, legal assigns or representatives, past and present, and each of them acting in concert with the foregoing.

62. "Released Class Claims" means all claims that were alleged in the Complaint, or that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during employment, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all earned wages at time of separation, (8) failure to reimburse for business expenses, (9) failure to timely accrue and pay sick leave, and (10) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

63. "Released PAGA Claims" means the PAGA claims alleged in the Complaint, or that reasonably could have been based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during employment, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all earned wages at time of separation, (8) failure to reimburse for business expenses, (9) failure to timely accrue and pay sick leave, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint; or based upon any alleged violations of California Labor Code §§ 201, 202, 203, 204, 246, 510, 512, 226, 226.3, 226.7, 246, 1194, 1197, 1198, or 2802. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any PAGA Recipients' claims for wages.

64. Release by Settlement Class Members. Upon the Effective Date, Named Plaintiffs, and all Settlement Class Members, release the Released Parties from the Released Class Claims during the Class Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Settlement Class Members regarding the Released Class Claims during the Class Period.

65. Release by PAGA Recipients. Upon the Effective Date, Named Plaintiffs, on behalf of themselves, the State of California, and all PAGA Recipients, release the Released Parties from the Released PAGA Claims during the PAGA Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Recipients regarding the Released Claims during the PAGA Period.

66. General Release by Named Plaintiffs. In addition to the Released Class Claims and Release PAGA Claims discussed above, as of the Effective Date, Named Plaintiffs, for and on behalf of themselves and their agents, heirs, executors, administrators and assigns ("Releasing Parties") hereby unconditionally waive, release and forever discharge the Released Parties from any and all

J. L

claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys' fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Settlement Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Named Plaintiffs' actual or alleged employment with Defendants or any of the Released Parties; (ii) any and all claims relating to or arising from Named Plaintiffs' relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Nondiscrimination Act of 1998, California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, *et seq*., California Business and Professions Code sections 2725, 2750, et seq., and 17200, et. seq., Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA ("Individually Released Claims"). This release does not extend to any claims or actions to enforce this Settlement Agreement. Named Plaintiffs acknowledge that Named Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Named Plaintiffs now know or believe to be true but agree, nonetheless, that their release shall be and remain effective in all respects, notwithstanding such different or additional facts or Named Plaintiffs' discovery of them.

Named Plaintiffs also waive any and all rights conferred upon them under Section 1542 of the California Civil Code, which provides as follows:

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

J. L

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

I. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

67. Defendants will deposit the GSA into the Settlement Fund Account no later than the Funding Date.

68. "Effective Date" means the first date upon which all of the following have occurred: (i) the Court has granted final approval of the Settlement Agreement, (ii) the Court has entered Final Judgment and (iii) the Court's order granting final approval of the Settlement Agreement and entry of Final Judgment has become final and is no longer appealable. For purposes of this Settlement Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

69. "Funding Date" means the date that is thirty (30) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

J. PRELIMINARY APPROVAL

70. The Parties will work cooperatively to secure a prompt and final resolution of the Action consistent with the terms of this Agreement, ***including, but not limited to, ensuring that the Carlin Lawsuit, Ruiz Lawsuit, and Vazquez Lawsuit are consolidated into the Lomeli Lawsuit***.

71. As soon as practicable after the execution of this Settlement Agreement, Named Plaintiffs will move the Court for entry of the Preliminary Approval Order. Class Counsel will be primarily responsible for drafting all documents necessary to obtain the Preliminary Approval Order, and shall provide drafts of such documents for review and approval by Defense Counsel prior to the filing of same. Defendants will not oppose Named Plaintiffs' motion for Preliminary

J. L

Approval Order unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

72. Defendants will not oppose a request by Class Counsel for an award of Attorneys' Costs provided the requested amount does not exceed $35,000.00. Defendants will not oppose a request by Class Counsel for and award of Attorneys' Fees provided the requested amount does not exceed $266,666.67. An award by the Court of Attorneys' Fees in an amount less than $266,666.67shall not permit any Party to void or otherwise withdraw from this Settlement Agreement. An award by the Court of Attorneys' Costs in an amount less than $35,000.00 shall not permit any Party to void or otherwise withdraw from this Settlement Agreement. 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.

73. Named Plaintiffs' motion for Preliminary Approval Order will request an order from the Court that:

a. Conditionally certifies a class for settlement purposes only.

b. Appoints Class Counsel as counsel for the class for settlement purposes only;

c. Preliminarily approves the Settlement Agreement under the legal standards relating to the approval of class action settlements under California law, and approves and incorporates by reference the terms and conditions of the Settlement Agreement;

d. Approves the form of Class Notice and finds that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and the legal standards relating to the approval of class action notice under California law; and

e. Provides that should this Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

74. Notice to the LWDA. Named Plaintiffs will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Preliminary Approval Motion. Class Counsel will also file a declaration in support of Named Plaintiffs' Preliminary Approval Motion confirming that Class Counsel has submitted the Settlement Agreement to the LWDA. A copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

K. NOTIFICATION AND ADMINISTRATION PROCESS

J. L

75. Settlement Administrator. Upon entry by the Court of an order granting preliminary approval of the Settlement Agreement, the Parties will retain Apex Class Action Administration as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of Attorneys' Fees and Attorneys' Costs to Class Counsel; disbursing the Representative Enhancement Award to Named Plaintiffs; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing Settlement Class Members and PAGA Recipients, Named Plaintiffs, and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Named Plaintiffs, the LWDA, Class Counsel or any Settlement Class Member or PAGA Recipient unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

76. Class List. Within twenty (20) calendar days of Defense Counsel's receipt of the Court's order granting preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with the Class List for their respective employees, each of which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible.

77. Change of Address Search. Within fifteen (15) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each Class Member. Mailing of Class Notice. Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fifteen (15) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members of their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of Named Plaintiffs' class action, among other things.

J. L

78. Returned Class Notice. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 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 Class Member Address Search provided one exists. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

79. Due Process. Compliance with the procedures described in this Settlement Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of the Named Plaintiffs, Class Counsel, Defendants, Defense Counsel, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members.

L. PROCEDURE FOR CHALLENGING WORKWEEKS

80. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement, along with any supporting documents or other supporting evidence to the Settlement Administrator, postmarked by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No challenge will be timely if postmarked after the Response Deadline.

81. Defendants' records will be presumed determinative. The Settlement Administrator must provide copies of all challenges to Class Counsel and Defense Counsel within three (3) business days of receipt. Counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. If the Settlement Administrator is unable to resolve the dispute, it will be presented to the Court for determination by the Court at the Final Approval Hearing.

M. OPT-OUT PROCEDURE

82. Class Members may exclude themselves from and opt out of the settlement of Named Plaintiffs' class action claims by submitting a written request to be excluded from the class action settlement ("Request for Exclusion") to the Settlement Administrator, postmarked no later than the Response Deadline. The Request for Exclusion must contain: (1) the person's full name, current address, last four digits of his or her Social Security number, approximate dates of employment and signature, (2) a clear statement indicating that the person seeks to be excluded from the Settlement, and (3) the case name and number. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who is validly excluded from the settlement of Named

J. L

Plaintiffs' class action claims as provided in this Paragraph will not receive any Individual Class Payment, shall have no right to object to the Settlement, and shall not be bound by the Released Class Claims contained in this Settlement Agreement, but will remain a PAGA Recipient and bound by the Released PAGA Claims contained in this Settlement Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

83. The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. All Defendants shall have the right at their sole discretion to terminate the Settlement if Class Members holding 5% or more of the Net Settlement Amount submit timely and valid Requests for Exclusion. If Defendants elect to exercise their rights under this paragraph, Defendants shall be liable solely for administrative costs of the Settlement Administrator selected by the parties. If less than all Defendants exercise their right to terminate the Settlement under this provision, then the termination shall be valid.

N. OBJECTION PROCEDURE

84. Except as set forth above, any Class Member who has not opted-out may object to the settlement of Named Plaintiffs' class action claims, or any portion thereof, by mailing a written objection, and supporting papers, if any, to the Settlement Administrator at the address that is set forth in the Class Notice. To be timely, all objections must be postmarked no later than the Response Deadline. A written objection must contain (1) the objecting person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement of the person's reasons for objecting, (3) the case name and number, (4) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations, (5) whether the person has a legal representative and provide said legal representative's contact information, (6) and whether the person intends to appear at the Final Approval Hearing. A Class Member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed to have not objected. However, a Class Member may appear at the Fairness Hearing and lodge their objection with the Court. The Settlement Administrator shall promptly send all objections to Class Counsel and Defense Counsel, and shall submit all timely objections to the Court by way of declaration. Any Class Member who submits an objection remains eligible to receive monetary compensation from the Settlement. Class Counsel and Defense Counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least five (5) calendar days before the Final Approval Hearing.

85. Fairness Hearing. Any Settlement Class Member may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or the Settlement.

O. NO RIGHT TO OBJECT OR OPT-OUT OF PAGA CLAIM SETTLEMENT

86. The Parties agree there is no right for any Class Member or PAGA Recipient to object, opt out or otherwise exclude himself or herself from the PAGA Claim Settlement. Nor is

J. L

there any right for any Class Member or PAGA Recipient to dispute the value of the Individual PAGA Payment provided to them under the PAGA Claim Settlement. The Parties further agree there is no right or opportunity for any Class Member or PAGA Recipient to appeal the approval by the Court of the PAGA Claim Settlement. The Parties will jointly defend against any appeal taken by any Class Member or PAGA Recipient, entity, or agency of the Court's approval of the PAGA Claim Settlement. Except as otherwise stated, Named Plaintiffs will vigorously defend against any attempt by any person or by any entity or agency to intervene in this matter or object to, or opt-out of the PAGA Claim Settlement.

P. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

87. If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will timely move the Court for an Order granting final approval of the Settlement and will provide drafts of such documents for review and approval by Defense Counsel prior to the filing of the final approval motion.

88. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

Q. DISBURSEMENT OF GROSS SETTLEMENT AMOUNT

89. Payment of Attorneys' Fees and Attorneys' Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorneys' Fees and Attorneys' Costs to Class Counsel. All Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorneys' Fees and Attorneys' Costs amongst Class Counsel, before payments for Attorneys' Fees and Attorneys' Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to Class Counsel for the payments made pursuant to this Paragraph. Defendants' payment of the Attorneys' Fees and Attorneys' Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs and/or any Settlement Class Member or PAGA Recipient. The Parties further agree that Class Counsel's Attorneys' Fees and Attorneys' Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Named Plaintiffs and/or and Settlement Class Member or PAGA Recipient.

90. Payment of Representative Enhancement Award. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Named Plaintiffs.

91. Settlement Administration Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

J. L

92. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

93. Issuance of Individual Class Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Class Payments to the Settlement Class Members' last known mailing address. Any Individual Class Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Settlement Class Member involved, and will then perform a single re-mailing. Any Individual Class Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

94. Issuance of Individual PAGA Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Recipients' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Recipient involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

95. Calculation of Individual Class Payments.

a. All Settlement Class Members will receive an Individual Class Payment. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of workweeks each Settlement Class Member worked as a non-exempt hourly employee in California during the Class Period.

b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Fund is determined based on the amounts approved by the Court for the Attorneys' Fees, Attorneys' Costs, the Representative Enhancement Award, and Settlement Administration Costs.

c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.

d. The Class Period Workweek Value will be the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

J. L

e. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value and the Settlement Class Member's total number of workweeks worked as a non-exempt hourly employee in California during the Class Period.

96. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the total number of pay periods each PAGA Recipient worked as a non-exempt hourly employee in California during the PAGA Period.

c. To establish the PAGA Pay Period Value, the Settlement Administrator will first determine the Total PAGA Pay Periods for all PAGA Recipients from the Class List.

d. The PAGA Pay Period Value will be the quotient of the PAGA Settlement Fund divided by the Total PAGA Pay Periods.

e. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Pay Period Value and the PAGA Recipient's total number of pay periods worked as a non-exempt hourly employee in California during the PAGA Period.

R. TAX PROVISIONS

97. Tax Treatment of Individual Class Payments. Individual Class Payments issued to employees of Radial, Inc. and Labor Guys Employees will be treated as follows: ten percent (10%) as wages to be reported on an IRS Form W-2, and ninety percent (90%) as interest and penalties to be reported an IRS Form 1099. Because Chartwell is not funding the settlement, and because Defendants are not the employers of record for Chartwell, Individual Class Payments issued to Chartwell Employees shall be allocated as follows: One hundred percent (100%) as interest and penalties to be reported on an IRS Form 1099. The employer's share of payroll taxes will be paid by Defendants separately from and in addition to the Gross Settlement Amount.

98. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to penalties for which an IRS Form 1099 will issue, if required by law.

99. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Named Plaintiffs, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

100. Tax Liability. The Parties make no representation as to the tax treatment or legal

J. L

effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

101. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the "Acknowledging Party" and each party to this agreement other than the acknowledging party, an "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendants, Defense Counsel, Named Plaintiffs and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiffs, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, or by the Settlement Administrator in this regard. Named Plaintiffs, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

102. Taxes or Penalties Assessed. Named Plaintiffs and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendants, Defense Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

S. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

103. Handling of Unclaimed Individual Class Payment and Individual PAGA Payments. No portion of the GSA shall revert to Defendants. If an individual settlement payment check remains uncashed 180 days after its issuance, that check shall be voided and the Settlement Administrator shall, within fourteen (14) calendar days after the Void Date, pay the amount represented by the voided check to the State Controller Office's Unclaimed Property Fund. In such event, the Settlement Class Member or PAGA Recipient shall nevertheless remain bound by the settlement.

104. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such

J. L

completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

T. WORKWEEKS, PAGA PAY PERIOD INFORMATION, ESCALATOR CLAUSE AND CONTRIBUTION

105. Escalator Clause. It was estimated that, through November 15, 2024, there were 63,636 Workweeks during the Class Period and 59,457 PAGA Pay Periods during the PAGA Period for Radial, Inc. Named Plaintiffs estimated the Chartwell Workweeks to be 15,000. If the total number of Workweeks as of the end of the Class Period exceeds 80,000 by greater than 10% (i.e., exceeds 88,000), then the Gross Settlement Amount shall increase pro rata based on the number of additional Workweeks above that 10% threshold (i.e., if the number of Workweeks is 11% greater than 80,000, then the Gross Settlement Amount shall increase by 1%). However, should the actual number of Chartwell Workweeks exceed Plaintiffs' estimate by more than 10%, the Parties will renegotiate this provision. Additionally, if the total number of Workweeks for Defendants exceeds the 10% threshold, Defendants, at their option, can choose to cut off the end date for the Class Period and the PAGA Period as of the date before the day on which the number of Workweeks exceeded the 10% threshold.

106. Funding. Subject to any increases in the GSA caused by the above provision, Radial, Inc. will be responsible for funding Six Hundred and Eighty Thousand Dollars and Zero Cents ($680,000.00) of the Gross Settlement Amount and its own share of payroll taxes for its respective employees. Labor Guys, LLC will be responsible for funding One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00) of the Gross Settlement Amount and its own share of payroll taxes for its respective employees.

107. Calculation of Workweeks and Pay Periods for Chartwell Employees. Because Chartwell did not participate in the mediation and has represented, through counsel, that it is insolvent, Class Counsel has subpoenaed payrolls documents and other relevant information from Chartwell. Workweeks and pay periods attributable to Chartwell Employees for purposes of administering this settlement will be calculated based upon reasonable estimates, extrapolations, and inferences drawn from the data and other information available. ***Should Class Counsel be unable to obtain relevant data from Chartwell, the Parties, through their counsel, will reasonably meet and confer in good faith, involving mediator David Phillips, Esq., as necessary, on an alternative manner to calculate and pay Individual Class Payments and Individual PAGA Payments to Chartwell Employees.***

U. MISCELLANEOUS PROVISION

108. No Effect on Employee Benefits. Amounts paid to Named Plaintiffs, Settlement Class Members and PAGA Recipients pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

109. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

J. L

assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

110. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

111. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

112. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

113. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendants. Named Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement Agreement to a third party.

114. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

115. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

116. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

117. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

118. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. Named Plaintiffs and Class Counsel believe this Agreement is a fair, adequate and reasonable settlement

J. L

of the Action. The Parties have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

119. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

120. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

121. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

122. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

123. Publicity. The Parties agree that Named Plaintiffs will not communicate the fact of, or the terms of, this Agreement to members of the press, including to Verdicts and Settlements. The Parties and their attorneys also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

124. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

It is hereby agreed.

J. L

Dated: 11/06/2025

NAMED PLAINTIFF JOSE LOMELI

By Jose Lomeli
JOSE LOMELI

Dated: 11/06/2025

NAMED PLAINTIFF IZAK LOMELI

By Jose Lomeli
JOSE LOMELI, Attorney-in-Fact for Izak Lomeli

Dated: ____________________

NAMED PLAINTIFF CYNTHIA CARLIN

By____________________________________
CYNTHIA CARLIN

Dated: ____________________

NAMED PLAINTIFF RUBEN RUIZ

By____________________________________
RUBEN RUIZ

Dated: ____________________

DEFENDANT RADIAL, INC.

By____________________________________
Name:
Title:

Dated: ____________________

DEFENDANT LABOR GUYS, LLC

By____________________________________
Name:
Title:

APPROVED AS TO FORM ONLY:

J. L

Dated: ____________________

NAMED PLAINTIFF JOSE LOMELI

By____________________________________
JOSE LOMELI

Dated: ____________________

NAMED PLAINTIFF IZAK LOMELI

By____________________________________
JOSE LOMELI, Attorney-in-Fact for Izak Lomeli

Dated: ____________________

NAMED PLAINTIFF CYNTHIA CARLIN

By____________________________________
CYNTHIA CARLIN

Dated: 11/13/2025

NAMED PLAINTIFF JORGE VAZQUEZ

Signed by:
By____________________________________
F9675D3FB18E4E0...
JORGE VAZQUEZ

Dated: ____________________

NAMED PLAINTIFF RUBEN RUIZ

By ____________________________________
RUBEN RUIZ

Dated: ____________________

DEFENDANT RADIAL, INC.

By____________________________________
Name:
Title:

Dated: ____________________

NAMED PLAINTIFF JOSE LOMELI

By___________________________________
JOSE LOMELI

Dated: ____________________

NAMED PLAINTIFF IZAK LOMELI

By___________________________________
JOSE LOMELI, Attorney-in-Fact for Izak Lomeli

Dated: 11/11/2025

NAMED PLAINTIFF CYNTHIA CARLIN

Signed by:
By___________________________________
9EDDF9E06618433...
CYNTHIA CARLIN

Dated: 11/6/2025

NAMED PLAINTIFF RUBEN RUIZ

Signed by:
By___________________________________
FD004CEA91E9446...
RUBEN RUIZ

Dated: ____________________

DEFENDANT RADIAL, INC.

By___________________________________
Name:
Title:

Dated: ____________________

DEFENDANT LABOR GUYS, LLC

By___________________________________
Name:
Title:

APPROVED AS TO FORM ONLY:

Dated: ___________________

NAMED PLAINTIFF JOSE LOMELI

By__________________________________
JOSE LOMELI

Dated: ___________________

NAMED PLAINTIFF IZAK LOMELI

By__________________________________
JOSE LOMELI, Attorney-in-Fact for Izak Lomeli

Dated: ___________________

NAMED PLAINTIFF CYNTHIA CARLIN

By__________________________________
CYNTHIA CARLIN

Dated: ___________________

NAMED PLAINTIFF JORGE VAZQUEZ

By__________________________________
JORGE VAZQUEZ

Dated: ___________________

NAMED PLAINTIFF RUBEN RUIZ

By __________________________________
RUBEN RUIZ

Dated: 11/13/2025 | 10:42:16 AM EST

DEFENDANT RADIAL, INC.

By Sabrina Wnorowski
Name: Sabrina Wnorowski
Title: CHRO

Dated: ____________________ **NAMED PLAINTIFF JOSE LOMELI**

By____________________________________
JOSE LOMELI

Dated: ____________________ **NAMED PLAINTIFF IZAK LOMELI**

By____________________________________
JOSE LOMELI, Attorney-in-Fact for Izak Lomeli

Dated: ____________________ **NAMED PLAINTIFF CYNTHIA CARLIN**

By____________________________________
CYNTHIA CARLIN

Dated: ____________________ **NAMED PLAINTIFF RUBEN RUIZ**

By____________________________________
RUBEN RUIZ

Dated: ____________________ **DEFENDANT RADIAL, INC.**

By____________________________________
Name:
Title:

Dated: 11/10/2025 **DEFENDANT LABOR GUYS, LLC**

Signed by:
By Carlos Armengol Villalba
48E783C374B64FA...
Name:
Title:

APPROVED AS TO FORM ONLY:

Dated: 11/06/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiffs Jose Lomeli and Izak Lomeli, on behalf of themselves and all others similarly situated

Dated: ________________

SOLOUKI SAVOY LAW, LLP

Grant Joseph Savoy, Esq.
Attorneys for Plaintiff Cynthia Carlin on behalf of herself and all others similarly situated

Dated: ________________

MOON LAW GROUP

Edwin Kamarzarian, Esq.
Attorneys for Plaintiff Jorge Vasquez on behalf of himself and all others similarly situated

Dated: ________________

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq.
Attorneys for Plaintiffs Ruben Ruiz on behalf of himself and all others similarly situated

Dated: ________________

FALAKASSA LAW P.C.

Joshua Falakassa
Attorneys for Plaintiffs Ruben Ruiz on

J. L

Dated: ___________________

DEFENDANT LABOR GUYS, LLC

By___________________________________
Name:
Title:

APPROVED AS TO FORM ONLY:

Dated: __________________

LAVI & EBRAHIMIAN, LLP

____
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiffs Jose Lomeli and Izak Lomeli, on behalf of themselves and all others similarly situated

Dated: __________________

SOLOUKI SAVOY LAW, LLP

____
Grant Joseph Savoy, Esq.
Attorneys for Plaintiff Cynthia Carlin on behalf of herself and all others similarly situated

Dated: 11/13/2025

MOON LAW GROUP

____
Kane Moon, Esq.
Attorneys for Plaintiff Jorge Vasquez on behalf of himself and all others similarly situated

Dated: __________________

BOKHOUR LAW GROUP, P.C.

____
Mehrdad Bokhour, Esq.
Attorneys for Plaintiffs Ruben Ruiz on behalf of himself and all others similarly situated

Dated: ___________________ **LAVI & EBRAHIMIAN, LLP**

____
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiffs Jose Lomeli and Izak Lomeli, on behalf of themselves and all others similarly situated

Dated: 11/10/2025 **SOLOUKI SAVOY LAW, LLP**

DocuSigned by:
A75C1CB1A77344 7...
____
Grant Joseph Savoy, Esq.
Attorneys for Plaintiff Cynthia Carlin on behalf of herself and all others similarly situated

Dated: ___________________ **MOON LAW GROUP**

____
Edwin Kamarzarian, Esq.
Attorneys for Plaintiff Jorge Vasquez on behalf of himself and all others similarly situated

Dated: 11/7/2025 **BOKHOUR LAW GROUP, P.C.**

Signed by:
MEHRDAD BOKHOUR
D8D3643E271940E...
____
Mehrdad Bokhour, Esq.
Attorneys for Plaintiffs Ruben Ruiz on behalf of himself and all others similarly situated

Dated: 11/6/2025 **FALAKASSA LAW P.C.**

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...
____
Joshua Falakassa
Attorneys for Plaintiffs Ruben Ruiz on

behalf of himself and all others similarly situated

Dated: ___________________

LITTLER MENDELSON, P.C.

____

Alaya B. Meyers, Esq.
Timothy Wojcik, Esq.
Attorneys for Defendant Radial, Inc.

Dated: November 10, 2025

JACKSON LEWIS P.C.

Eric Gitig

Digitally signed by: Eric Gitig
DN: CN = Eric Gitig email = eric.gitig@jacksonlewis.com C = US O = Jackson Lewis P.C.
Date: 2025.11.11 10:26:09 -08'00'

____

Eric J. Gitig, Esq.
Attorneys for Defendant The Labor Guys, LLC

Dated: ____________________

FALAKASSA LAW P.C.

____

Joshua Falakassa
Attorneys for Plaintiffs Ruben Ruiz on behalf of himself and all others similarly situated

Dated: 11/17/25

LITTLER MENDELSON, P.C.

____

Alaya B. Meyers, Esq.
Timothy Wojcik, Esq.
Attorneys for Defendant Radial, Inc.

Dated: ____________________

JACKSON LEWIS P.C.

____

Eric J. Gitig, Esq.
Attorneys for Defendant The Labor Guys, LLC