

PAGA SETTLEMENT AGREEMENT

Subject to the approval of the Court, and pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"), this PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Vicente Torrijos Campos ("Plaintiff") and defendant ACI Last Mile California, Inc. ("ACI"). The Agreement refers to Plaintiff and ACI collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against ACI captioned *Campos v. ACI Last Mile, LLC et al.*, Case No. 21STCV45469, initiated on December 14, 2021, and pending in Superior Court of the State of California, County of Los Angeles.

1.2 "Administrator" means, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all independent contractors in the Los Angeles and San Diego Total Market Coverage ("TMC") regions, who contracted with ACI Last Mile California, LLC and are or were allegedly employed by ACI Last Mile California, LLC during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in ACI's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7 "Court" means the Superior Court of California, County of Los Angeles.

1.8 "Defense Counsel" means Camille Olson, Richard Lapp and Kelly Cohen of Seyfarth Shaw LLP.

1.9 "Effective Date" shall mean the date on which the settlement is approved and the Court's order approving the settlement ("Judgment") becomes final. For purposes of this Settlement, the Court's Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under

applicable rules; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.10 “Gross Settlement Amount” means Two Hundred Thousand Dollars and Zero cents (\$200,000.00) which is the total amount ACI agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA counsel fees payment, PAGA counsel litigation expenses and the Administrator’s Expenses Payment.

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

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

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

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

1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA counsel fees payment, PAGA counsel litigation expenses, PAGA representative enhancement payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 “PAGA Counsel” means Farrah Mirabel, Law Offices of Farrah Mirabel and Amir Seyedfarshi, Employment Rights Lawyers, APC, the attorneys representing the Plaintiff in the Action.

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

1.18 “PAGA Period” means the period from September 7, 2020 through the date of entry of an order by the Court in this Action approving this Settlement.

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

1.20 PAGA Notice” means Plaintiff’s September 7, 2021 letter to ACI and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$24,829.17) and the 75% to LWDA (\$74,487.48) in settlement of PAGA claims.

1.22 “Plaintiff” means Vicente Torrijos Campos, the named plaintiff in the Action.

1.23 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.24 “Released PAGA Claims” means the claims being released by this Settlement of the Action as described in Paragraph 5 below.

1.25 “Released Parties” means: ACI and all of its past, present and future direct or indirect subsidiaries, parents, affiliates, predecessors, insurers, reinsurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, partners, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries and any individual or entity would could be jointly liable with Defendant.

1.26 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.27 “ACI” means named Defendant ACI Last Mile California, Inc.

2. RECITALS.

2.1 On September 7, 2021, Plaintiff filed his LWDA letter alleging violation of Labor Code, including and not limited to the claims of misclassification. On December 14, 2021, Plaintiff commenced this Action by filing a Complaint (the “Operative Complaint”) alleging causes of action against ACI for Labor Code class action claims and PAGA claims on behalf of himself and other current and former non-exempt independent contractors, along with individual claims for wrongful termination, discrimination, retaliation, failure to accommodate and failure to engage in the interactive process. ACI denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3 On November 3, 2022, the Court dismissed Plaintiff’s class claims and compelled his individual claims to binding arbitration. On December 12, 2022, Plaintiff filed a demand for arbitration with JAMS, and the matter was assigned JAMS reference number 5210000258.

2.4 On October 21, 2024, the Parties attended private mediation with mediator Michael Young to attempt to resolve Plaintiff’s claims. Though the mediation did not result in a settlement, the Parties continued settlement negotiations through the mediator and ultimately reached an agreement in principle to resolve Plaintiff’s individual non-PAGA claims, as well as a separate settlement of the representative PAGA claims. The PAGA settlement is memorialized in this Agreement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ACI promises to pay \$200,000.00 and no more as the Gross Settlement Amount. ACI has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.” The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ACI.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$66,666.66 and PAGA Counsel Litigation Expenses Payment of not more than \$24,616.69. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. Should the Court approve PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment in amounts less than that set forth herein, the unapproved portion or portions shall revert to the PAGA Penalties and be apportioned as described in Paragraph 3.2.4 of this Agreement. The award of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by PAGA Counsel does not give rise to a basis to abrogate this Agreement. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$4,400.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,400.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 PAGA Representative's Payment: In recognition of Plaintiff's efforts on behalf of the Settlement Group Members and participation in this Action, Defendant agrees not to oppose a “PAGA Representative's Payment” not to exceed Five Thousand Dollars and No Cents (\$5,000.00) to Plaintiff. Any approved PAGA Representative's Payment will be paid to Plaintiff by the Administrator in a lump sum, without payroll tax deductions and withholding,

and Plaintiff will be issued a Form 1099 as to her payments, which shall be paid no sooner than the payments to the LWDA and Settlement Group Members. Should the Court approve a PAGA Representative's Payment in an amount less than that set forth herein, the unapproved portion or portions shall revert to the PAGA Penalties and be apportioned as described in Paragraph 3.2.4 of this Agreement. The award of a PAGA Representative's Payment in the amount sought is not a material term of this Agreement and the award of a PAGA Representative's Payment at less than requested by PAGA Counsel does not give rise to a basis to abrogate this Agreement.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$99,316.65 to be paid from the Gross Settlement Amount, with 75% (\$74,487.48) allocated to the LWDA PAGA Payment and 25% (\$24,829.17) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$24,829.17) 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 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, ACI estimates the Aggrieved Employees worked a total 11,500 biweekly pay periods from the beginning of the PAGA Period through June 16, 2025.

4.2 Aggrieved Employee Data. Within 20 days after the Court issues an order approving the Settlement, ACI will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. ACI has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which ACI must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. ACI shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after ACI funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fee Payment and PAGA Counsel Litigation Expenses Payment, PAGA Representative's Payment and the Administration Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate ACI to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when ACI fully funds the entire Gross Settlement Amount, the LWDA and Aggrieved Employees, including Plaintiff, and PAGA Counsel will release claims against all Released Parties as follows:

Any and all claims under the California Private Attorneys General Act of 2004 based on the claims that were or could have been brought, based on the facts alleged in the Complaint and PAGA notice. This includes any claims based on alleged violations of California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 204.1, 204.2, 204b, 205, 205.5, 210, 216, 218.5, 218.6, 221, 225.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 246-248.5, 256, 510, 512, 500-556, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.5, 1198-1199.5, 2698, 2699, 2699.5, 2802, and the California Industrial Welfare Commission Wage Order No. 9, which may have arisen during the PAGA Period, and the primary rights implicated by those claims. As a result of this release, the Aggrieved Employees will be unable to bring a claim under, or recover

in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 et seq., for any violations of the Released Claims.

5.1 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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 PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval

on any material change to this Agreement, PAGA 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, 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 Expenses. 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 state and federal tax authorities.

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

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

8. AGGRIEVED EMPLOYEE PAY PERIOD ESTIMATES and ESCALATOR CLAUSE

Based on a review of its records to date, ACI estimates the Aggrieved Employees worked a total 11,500 pay periods during the PAGA Period, and that the number of such pay periods shall not exceed an additional 10% (an additional 1,150) by the date of court approval of this Settlement. If the number of pay periods through the date of court approval of this Settlement exceeds 12,650, ACI, in its sole discretion, shall have the option of either (1) increasing the Gross Settlement Amount by \$17.39 per pay period included in the Settlement that is in excess of 12,650 pay periods, or (2) having the release period end on the day before the pay periods included in the Settlement exceed 12,650 pay periods.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or

appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ACI that any of the allegations in the Operative Complaint have merit or that ACI has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ACI's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, ACI reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest ACI's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ACI in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from ACI unless, prior to the Administrator's payment of all Settlement Funds, ACI makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff: The Law Office of Farrah Mirabel, 1070 Stradella Road, Los Angeles, CA 90077, email: fmesq@fmirabel.com.

To ACI: Richard B. Lapp, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, CA 90067, email: rlapp@seyfarth.com.

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or 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.

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

10.18 Publicity. Plaintiff and PAGA Counsel, as well as ACI and Defense Counsel, agree that they have not and will not issue any media or press release or statement, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement other than, if asked, to respond along the lines of "no comment." Plaintiff and PAGA Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, blogs, digital media, social media, any other marketing materials, or legal publication. Plaintiff and PAGA Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that ACI engaged in any act contrary to California law, or denied payment owed to alleged employees, or otherwise disparage ACI, or otherwise identify ACI. ACI shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

ACCEPTED AND AGREED:

DATED: September 10 2025

By: 

Vicente Torrijos Campos

DATED: _____, 2025

ACI LAST MILE CALIFORNIA, LLC

By: _____

Jack Klunder

DATED: _____, 2025

SEYFARTH SHAW LLP

By: _____

Camille A. Olson

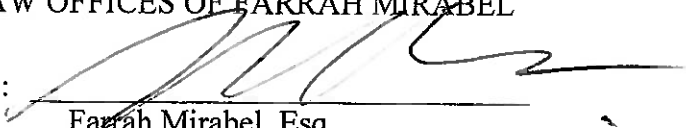
Richard B. Lapp

Kelly A. Cohen

Attorneys for Defendant ACI LAST MILE
CALIFORNIA, LLC

DATED: September 10, 2025

LAW OFFICES OF FARRAH MIRABEL

By:  _____

Farrah Mirabel, Esq.

Attorney for Plaintiff Vicente Torrijos Campos

DATED: September 10, 2025

EMPLOYMENT RIGHTS LAWYERS, APC

By: Amir Seyedfarshi _____

Amir Seyedfarshi, Esq.

Attorney for Plaintiff Vicente Torrijos Campos

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or 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.

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ACCEPTED AND AGREED:

DATED: _____, 2025

By: _____
Vicente Torrijos Campos

DATED: ^{9/12/2025}_____, 2025

ACI LAST MILE CALIFORNIA, LLC

By: Jack Klunder
Jack Klunder

DATED: 9/12/2025, 2025

SEYFARTH SHAW LLP

By: Richard Lapp
Camille A. Olson
Richard B. Lapp
Kelly A. Cohen
Attorneys for Defendant ACI LAST MILE
CALIFORNIA, LLC

DATED: _____, 2025

LAW OFFICES OF FARRAH MIRABEL

By: _____
Farrah Mirabel, Esq.
Attorney for Plaintiff Vicente Torrijos Campos

DATED: _____, 2025

EMPLOYMENT RIGHTS LAWYERS, APC

By: _____
Amir Seyedfarshi, Esq.
Attorney for Plaintiff Vicente Torrijos Campos