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and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CECILIO OSUNA-REYES, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

KIRKHILL RUBBER COMPANY, a
Delaware corporation; HEXPOL HOLDING,
INC., a Delaware corporation; HEXPOL
COMPOUNDING CA INC., a Delaware
corporation; JAMES STOLL, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV42216

[Assigned for all purposes to Honorable
Theresa M. Traber in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: November 16, 2021

Trial Date: None Set

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COMPANY

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Cecilio Osuna-Reyes (“Plaintiff Osuna-Reyes”) and Jorge Orozco (“Plaintiff Orozco” and collectively, “Plaintiffs”) on the one hand; and defendant Kirkhill Rubber Company (“Defendant” and together with Plaintiffs, the “Parties”); on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiffs’ consolidated lawsuit alleging wage and hour violations against Defendant, including the lawsuit captioned *Cecilio Osuna-Reyes v. Kirkhill Rubber Company*, Los Angeles Superior Court Case No. 21STCV42216, initiated on November 16, 2021, and the lawsuit captioned *Jorge Orozco v. Kirkhill Rubber Company, et al.*, Los Angeles Superior Court Case No. 22STCV00597, initiated on January 6, 2022.

1.2. “Administrator” means Apex Class Action, LLC 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 Preliminary Approval of the Settlement.

1.4. “PAGA Member” means a current or former non-exempt employee of Defendant within the State of California at any time during the PAGA Period.

1.5. “Class” means all current and former non-exempt employees of Defendant within the State of California at any time during the Class Period.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. and Kashif Haque, Samuel Wong, Jessica L. Campbell and Joseph M. Szilagyi of Aegis Law Firm, PC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession,

including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an PAGA Member).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from November 16, 2017 through the date of Preliminary Approval.

1.13. "Class Representatives" means the named Plaintiffs.

1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

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

1.16. "Defendant" means named defendant Kirkhill Rubber Company.

1.17. "Defense Counsel" means Wesley A. Krueger of Lewis Brisbois Bisgaard & Smith LLP.

1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. “Gross Settlement Amount” means \$932,080.00 (Nine Hundred Thirty-Two Thousand Eighty Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

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

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

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

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

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “PAGA Pay Period” means any Pay Period during which an PAGA Member worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from November 23, 2020 through the end of the Class Period.

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

1.33. “PAGA Notice” collectively means Plaintiff Osuna Reyes’s November 23, 2021 letter to Defendant and the LWDA and Plaintiff Orozco’s January 6, 2022 letter to Defendant and the LWDA , providing notice pursuant to Labor Code section 2699.3 subd. (a).

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

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

1.36. “Plaintiffs” means Cecilio Osuna Reyes and Jorge Orozco the named plaintiffs in the Action.

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

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant and its past, present, and future affiliates, predecessors, successors, assigns, shareholders, members, and agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present, or future officers, directors, and employees), and all of their current and former officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. Notwithstanding the foregoing, Released Parties shall not include any staffing companies utilized by Defendant.

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

1.43. “Response Deadline” means thirty (30) days after the Administrator mails Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.45. “Workweek” means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On November 16, 2021, Plaintiff Osuna-Reyes commenced this Action by filing a complaint against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; and unfair competition (“Action”).

2.2. On November 23, 2021, Plaintiff Osuna-Reyes filed with the LWDA, and served on Defendant, a notice under Labor Code section 2699, *et seq.*, asserting various Labor Code

violations against Defendant for which he sought civil PAGA penalties on behalf of himself and the PAGA Members (“PAGA Notice”).

2.3. On February 9, 2022, Plaintiff Osuna-Reyes filed a First Amended Complaint in the Action adding a cause of action for civil penalties under PAGA for the Labor Code violations asserted in the PAGA Notice.

2.4. On January 6, 2022, Plaintiff Orozco filed a separate putative class action against Defendant.

2.5. On January 6, 2022, Plaintiff Orozco filed a PAGA Notice with the LWDA and served the PAGA Notice onto Defendant pursuant to Labor Code section 2699, *et seq.*

2.6. On March 28, 2022, Plaintiff Orozco filed a First Amended Complaint adding a cause of action for civil penalties under PAGA for the Labor Code violations asserted in the PAGA Notice.

2.7. On May 9, 2022, Plaintiff Osuna-Reyes’ and Plaintiff Orozco’s separate actions were consolidated, with Plaintiff Osuna-Reyes’ action as the lead case.

2.8. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.9. Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll records for 100% of Class Members through mediation; (b) a class list of hire dates, termination dates, and rates of pay for all Class Members; (c) wage and hour policy documents; (d) contact information for part of the Class; and (e) all documents pertaining to Plaintiffs available to Defendant.

2.10. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.11. On April 16, 2025, the Parties participated in an all-day mediation with labor and employment mediator Todd Smith, Esq. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.12. The Court has not granted class certification.

2.13. The Parties represent that they are not aware of any other pending matter or action

1 asserting claims that will be extinguished or affected by the Settlement.

2 **3. MONETARY TERMS**

3 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
4 Defendant agrees to pay \$932,080.00 (Nine Hundred and Thirty-Two Thousand Eighty Dollars
5 and Zero Cents) as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of
6 this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage
7 Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross
8 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this
9 Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking
10 or requiring Participating Class Members or PAGA Members to submit any claim as a condition
11 of payment. None of the Gross Settlement Amount will revert to Defendant.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
13 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
14 in the Final Approval:

15 3.2.1. To Plaintiffs: Class Representative Service Payment to Plaintiffs of not more than
16 \$7,500.00 to each Class Representative, for a total of \$15,000.00, in addition to any
17 Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to
18 receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request
19 for a Class Representative Service Payment that does not exceed this amount. As part
20 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
21 Plaintiffs will seek Court approval for any Class Representative Service Payments prior
22 to the Final Approval Hearing. If the Court approves a Class Representative Service
23 Payment less than the amount requested, the Administrator will retain the remainder in
24 the Net Settlement Amount. The Administrator will pay the Class Representative
25 Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and
26 liability for employee taxes owed on the Class Representative Service Payment.

27 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the
28 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this

Agreement, is currently estimated to be \$310,693.33 and a Class Counsel Litigation Expenses Payment of not more than \$60,000.00 representing costs actually incurred. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. 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. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Class Members or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,250.00 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 \$7,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated

1 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
2 by all Participating Class Members during the Class Period and (b) multiplying the result
3 by each Participating Class Member's Workweeks.

4 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating
5 Class Member's Individual Class Payment will be allocated to settlement of
6 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
7 withholding and will be reported on an IRS W-2 Form. The 90% of each
8 Participating Class Member's Individual Class Payment will be allocated to
9 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
10 Non-Wage Portions are not subject to wage withholdings and will be reported
11 on IRS 1099 Forms. Participating Class Members assume full responsibility
12 and liability for any employee taxes owed on their Individual Class Payment.

13 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
14 Class Payments. Non-Participating Class Members will not receive any
15 Individual Class Payments. The Administrator will retain amounts equal to
16 their Individual Class Payments in the Net Settlement Amount for distribution
17 to Participating Class Members on a pro rata basis.

18 3.2.5. To the LWDA and PAGA Members: PAGA Penalties in the amount of a
19 \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00)
20 allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the
21 Individual PAGA Payments.

22 3.2.5.1. The Administrator will calculate each Individual PAGA
23 Payment by (a) dividing the amount of the PAGA Members' 25% share of
24 PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods
25 worked by all PAGA Members during the PAGA Period and (b) multiplying
26 the result by each PAGA Member's PAGA Period Pay Periods. PAGA
27 Members assume full responsibility and liability for any taxes owed on their
28 Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Defendant estimates there are 193 Class Members who collectively worked a total of 23,302 Workweeks, and 151 of PAGA Members who worked a total of 7,413 PAGA Pay Periods.

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

4.3. Final Disbursement Calculations. Within seven (7) calendar days after the Court grants Final Approval of the Settlement, the Administrator shall provide the Parties with a spreadsheet showing its final calculations for payments to all Participating Class Members, its final calculations for payments to all PAGA Members, and its final calculations for the amount of payroll taxes Defendant must deposit.

4.4. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.5. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the

1 Gross Settlement Amount, only after approval by the Parties of the final distribution amounts,
2 the Administrator will mail checks for all Individual Class Payments, all Individual PAGA
3 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
4 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
5 Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
6 Expenses Payment and the Class Representative Service Payment shall not precede disbursement
7 of Individual Class Payments, and the Individual PAGA Payments.

8 4.5.1. The Administrator will issue checks for the Individual Class Payments and/or
9 Individual PAGA Payments and send them to the Class Members via First Class U.S.
10 Mail, postage prepaid. The face of each check shall prominently state the date (not less
11 than 180 days after the date of mailing) when the check will be voided. The
12 Administrator will cancel all checks not cashed by the void date. The Administrator
13 will send checks for Individual Settlement Payments to all Participating Class Members
14 (including those for whom Class Notice was returned undelivered). The Administrator
15 will send checks for Individual PAGA Payments to all PAGA Members including Non-
16 Participating Class Members who qualify as PAGA Members (including those for
17 whom Class Notice was returned undelivered). The Administrator may send
18 Participating Class Members a single check combining the Individual Class Payment
19 and the Individual PAGA Payment. Before mailing any checks, the Settlement
20 Administrator must update the recipients' mailing addresses using the National Change
21 of Address Database.

22 4.5.2. The Administrator must conduct a Class Member Address Search for all other
23 Class Members whose checks are returned undelivered without USPS forwarding
24 address. Within 7 days of receiving a returned check the Administrator must re-mail
25 checks to the USPS forwarding address provided or to an address ascertained through
26 the Class Member Address Search. The Administrator need not take further steps to
27 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
28 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.

4.5.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Unclaimed Property Fund in the name of the Class Member or PAGA Member to whom they were originally issued.

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

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs Cecilo Osuna-Reyes and Jorge Orozco, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens, acts, costs, expenses, sums of money, suits, dues, actions, or causes of action, both in law and equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which he ever had, now has, or may have in the future with regard to any facts, transactions, events or occurrences that occurred prior to the date the Court grants Preliminary Approval of this settlement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged in the Action, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any

claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or any claims that cannot be released as a matter of law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the complaints filed in the Action including, but not limited to, all claims for failure to pay overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest breaks, failure to pay wages at separation, failure to provide accurate wage statements, failure to timely pay wages, failure to pay vacation pay, and unfair competition arising from events occurring during the Class Period, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders.

5.3. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of

the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by PAGA Members: All PAGA Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for Violation of PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the complaints filed in the Action and the PAGA Notice, including, but not limited to, all claims for Violation of PAGA arising from any failure to pay overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest breaks, failure to pay wages at separation, failure to provide accurate wage statements, failure to timely pay wages, failure to pay vacation pay, or unfair competition occurring during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL

Within 14 days following the Parties' execution of this Agreement, Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiffs' Responsibilities. Prior to filing the Motion for Preliminary Approval, Plaintiffs will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from 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 Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant

to any actual or potential conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; 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)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any non-material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC 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 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. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify the Parties that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data. Also within three (3) business days after receipt of the Class Data, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for anticipated payments to Class Members, the allocation of workweeks to Class Members, and any payroll taxes to be paid by Defendant. Finally within three (3) business days after receipt of the Class Data, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for payments to the PAGA Members and the allocation of pay periods to PAGA Members. The Administrator shall redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiffs in the Action) in order to protect the Class Members’ and PAGA Members’ confidential information.

7.4.2. Subject to the approval of the Parties, within 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice

1 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
2 using any forwarding address provided by the USPS. If the USPS does not provide a
3 forwarding address, the Administrator shall conduct a Class Member Address Search,
4 and re-mail the Class Notice to the most current address obtained. The Administrator
5 has no obligation to make further attempts to locate or send Class Notice to Class
6 Members whose Class Notice is returned by the USPS a second time.

7 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
9 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
10 notice is re-mailed. The Administrator will inform the Class Member of the extended
11 deadline with the re-mailed Class Notice.

12 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
13 discovers any persons who believe they should have been included in the Class Data
14 and should have received Class Notice, the Parties will expeditiously meet and confer,
15 and in good faith, in an effort to agree on whether to include them as Class Members.
16 If the Parties agree, such persons will be Class Members entitled to the same rights as
17 other Class Members, and the Administrator will send, via email or overnight delivery,
18 a Class Notice requiring them to exercise options under this Agreement not later than
19 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
20 ever are later.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by mail, a signed written Request for Exclusion not later
24 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
25 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
26 from a Class Member or his/her representative that reasonably communicates the Class
27 Member's election to be excluded from the Settlement and includes the Class Member's
28 name, address, email address or telephone number, and signature. To be valid, a

1 Request for Exclusion must be timely postmarked by the Response Deadline.

2 7.5.2. Every Class Member who does not submit a timely and valid Request for
3 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
4 to all benefits and bound by all terms and conditions of the Settlement, including the
5 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
6 regardless whether the Participating Class Member actually receives the Class Notice
7 or objects to the Settlement.

8 7.5.3. Every Class Member who submits a valid and timely Request for Exclusion is a
9 Non-Participating Class Member and shall not receive an Individual Class Payment or
10 have the right to object to the class action components of the Settlement. Class Members
11 and PAGA Members shall not be entitled to opt out of the PAGA portion of the
12 settlement, however. Furthermore, because future PAGA claims are subject to claim
13 preclusion upon entry of the Judgment, Non-Participating Class Members who are
14 PAGA Members are deemed to release the claims identified in Paragraph 5.4 of this
15 Agreement and are eligible for an Individual PAGA Payment.

16 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 30 days after
17 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
18 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
19 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
20 the allocation by communicating with the Administrator via mail. In the absence of any contrary
21 documentation, the Administrator is entitled to presume that the Workweeks contained in the
22 Class Notice are correct so long as they are consistent with the Class Data. The Administrator's
23 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final
24 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
25 provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense
26 Counsel and Class Counsel and the Administrator's determination the challenges.

27 7.7. Objections to Settlement

28 7.7.1. Only Participating Class Members may object to the class action components of

the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the employee ID numbers of any Class Members who have timely

submitted valid Requests for Exclusion (“Exclusion List”); (b) the employee ID numbers of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid) with all personally identifying information redacted.

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

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

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

1 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide
3 Class Counsel and Defense Counsel with a final report detailing its disbursements by
4 employee identification number only of all payments made under this Agreement. At
5 least 7 days before any deadline set by the Court, the Administrator will prepare, and
6 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
7 Court attesting to its disbursement of all payments required under this Agreement. Class
8 Counsel is responsible for filing the Administrator's declaration in Court.

9 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

10 Based on its records, Defendant estimates that, as of the date of this Settlement
11 Agreement, (1) there are 193 Class Members and 23,302 Total Workweeks during the Class
12 Period and (2) there are 151 PAGA Members who worked 7,413 Pay Periods during the PAGA
13 Period.

14 8.1. Increase in Workweeks. In the event the number of workweeks worked by the Class
15 Members increases by more than 10% (i.e. more than 25,632), Defendant shall have the option
16 of either: (a) increasing the Gross Settlement Amount pro rata for every additional workweek
17 worked by the Class Members above that 10% threshold (i.e. if the actual number of workweeks
18 worked by the Class Members is 11% larger than this estimate, the Gross Settlement Amount
19 shall be increased by 1%) or (b) ending the Class Period on the date that the number of
20 workweeks worked by the Class Members equals 25,632, in which case no adjustment to the
21 Gross Settlement Amount shall be made. Defendant shall inform Plaintiffs of its election no later
22 than 30 days prior to the hearing on Plaintiffs' Motion for Preliminary Approval.

23 **9. DEFENDANT'S RIGHT TO WITHDRAW**

24 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
25 10% of the total of all Class Members, Defendant may elect to withdraw from the Settlement.
26 The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no
27 force or effect whatsoever, and that neither Party will have any further obligation to perform
28 under this Agreement; provided, however, Defendant will remain responsible for paying all

1 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel
2 of its election to withdraw not later than seven (7) days after the Administrator sends the final
3 Exclusion List to Defense Counsel; late elections will have no effect.

4 **10. MOTION FOR FINAL APPROVAL**

5 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will
6 file in Court, a motion for final approval of the Settlement that includes a request for approval of
7 the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order
8 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor
9 to provide drafts of these documents to Defense Counsel not later than seven days prior to filing
10 the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and
11 confer, and in good faith, to resolve any disagreements concerning the Motion for Final
12 Approval.

13 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
14 by a Participating Class Member, including the right to file responsive documents in Court no
15 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
16 by the Court.

17 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
18 Approval on any non-material change to the Settlement (including, but not limited to, the scope
19 of release to be granted by Class Members), the Parties will expeditiously work together in good
20 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
21 Approval. The Court’s decision to award less than the amounts requested for the Class
22 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment, and/or the Administrator Expenses Payment, shall not constitute a material
24 modification to the Agreement within the meaning of this paragraph.

25 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
26 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
27 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
28 and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

11. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to prepare a proposed amended judgment for Plaintiffs' submission to the Court.

12. ADDITIONAL PROVISIONS

12.1. No Employment Relationship. In exchange for Defendant's agreement to the terms and conditions contained herein, including the payment of the Class Representative Service Award,

1 Plaintiff Osuna-Reyes shall be deemed to have resigned his employment with Defendant and/or
2 any Released Parties as of the date this Agreement has been signed by all Parties. Plaintiff Osuna-
3 Reyes agrees to execute any documents reasonably requested by Defendant in order to effectuate
4 such resignation. The Parties further agree that Defendant's payment of monies to Plaintiffs
5 pursuant to this Agreement does not create or reinstate any employment relationship between
6 Plaintiffs and Defendant or between Plaintiffs and any Released Party.

7 12.2. No Admission of Liability, Class Certification or Representative Manageability for Other
8 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
9 Nothing in this Agreement is intended or should be construed as an admission by Defendants
10 that any of the allegations in the Operative Complaint have merit or that Defendants have any
11 liability for any claims asserted; nor should it be intended or construed as an admission by
12 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
13 certification and representative treatment is for purposes of this Settlement only. If, for any
14 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
15 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
16 available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class
17 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
18 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
19 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
20 Settlement and this Agreement).

21 12.3. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
22 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
23 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
24 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
25 or indirectly, specifically or generally, to any person, corporation, association, government
26 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
27 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
28 extent necessary to report income to appropriate taxing authorities; (4) in response to a court

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

10 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
12 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
13 ability to communicate with Class Members in accordance with Class Counsel’s ethical
14 obligations owed to Class Members.

15 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
18 inducements made to or by any Party.

19 12.6. Cooperation. The Parties will cooperate with each other and use their best efforts, in
20 good faith, to implement the Settlement by, among other things, modifying the Settlement
21 Agreement, submitting supplemental evidence and supplementing points and authorities as
22 requested by the Court. In the event the Parties are unable to agree upon the form or content of
23 any document necessary to implement the Settlement, or on any modification of the Agreement
24 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
25 mediator and/or the Court for resolution.

26 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity and portion of any liability, claim, demand, action, cause of

action, or right released and discharged by the Party in this Settlement.

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

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

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

12.11. 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.

12.12. 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

12.13. 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

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

Counsel for the return, rather than the destructions, of Class Data.

12.15. 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.

12.16. 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.

12.17. 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:

David D. Bibiyan
david@tomorrowlaw.com
Vedang J. Patel
vedang@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, CA 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Jessica L. Campbell
jcampbell@aegislawfirm.com
Joseph M. Szilagyi
jszilagyi@aegislawfirm.com
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

To Defendant:

Wesley A. Krueger
Wesley.Krueger@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071

Telephone: (213) 250-1800
Facsimile: (213) 250-7900

12.18. 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.

12.19. 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.

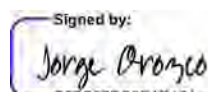
12.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____

Cecilio Osuna-Reyes
Plaintiff

Dated: 9/16/25 _____

Signed by:

Jorge Orozco
Plaintiff

Telephone: (213) 250-1800
Facsimile: (213) 250-7900

12.18. 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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12.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: 09/17/2025

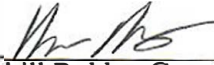
Cecilio Osuna-Reyes

Cecilio Osuna-Reyes
Plaintiff

Dated: _____

Jorge Orozco
Plaintiff

Dated: 9/19/2025


Kirkhill Rubber Company

By: Drew Dubois

Its: Chief Financial Officer