

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

This Class and Representative Action Agreement and Release (“Agreement”) encompasses the action, *Anthony Lingle v. CentiMark Corporation*, U.S.D.C. Eastern District of CA, Case No. 2:22-cv-01471-JDP, which is the Second Amended Complaint filed on October 7, 2022.

This Agreement is entered into between Plaintiff Anthony Lingle (“Plaintiff”) individually and on behalf of all others similarly situated, as well as on behalf of the State of California with respect to the PAGA Members, and Defendant CentiMark Corporation (“Defendant”). The Plaintiff and Defendant are the “Parties.”

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Class Claims” and “Released PAGA Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties’ agreement. Plaintiff and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

DEFINITIONS

1. Action

“Action” means both (a) the civil action filed by Plaintiff entitled *Anthony Lingle v. CentiMark Corporation*, U.S.D.C. Eastern District of CA, Case No. 2:22-cv-01471-JDP, which is the Second Amended Complaint filed on October 7, 2022, and (b) the related PAGA Notice Letter filed by the Plaintiff on November 19, 2021. The Parties agree that the Action includes all claims and causes of action alleged in the Second Amended Complaint and in the related PAGA Notice Letter.

2. Class Counsel

“Class Counsel” means Shimoda & Rodriguez Law, PC

3. Class Counsel Award

“Class Counsel Award” means the attorney’s fees for Class Counsel’s litigation and resolution of the Action, and Class Counsel’s actual expenses and costs incurred and to be incurred in connection with the Action.

4. Class Information

“Class Information” or “Class Data” means information on the Class Members compiled from Defendant’s records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Class Member’s full name; last known address; social security number; dates of employment; and additional information sufficient for the Settlement Administrator to determine the Workweeks and Pay Periods for each Class Member and each PAGA Member.

5. Class Members

“Class” or “Class Members” means all non-exempt employees, excluding any individuals employed solely as office or administrative staff, who have or continue to work for CentiMark in California, and who have not signed, or opted out of, an arbitration agreement, during the Class Settlement Period.

6. Class Settlement

“Class Settlement” means the settlement and resolution of the Released Class Claims.

7. Class Settlement Period

“Class Settlement Period” is from July 11, 2018 until the earlier of the following two dates: (a) November 19, 2023, or (b) the date that the Court grants preliminary approval of the settlement.

The Parties acknowledge and agree that Defendant CentiMark entered into a prior settlement agreement, *Ramon Mata v. CentiMark Corporation*, San Bernardino County Superior Court, Case No. CIVDS1707640, that resolved the same claims alleged in the instant Action. (the “*Mata Settlement*”). The Parties also acknowledge and agree that the covered period by the *Mata Settlement* was September 7, 2012 through July 10, 2018.

8. Class Representative

The “Class Representative” is Plaintiff Anthony Lingle.

9. Class Representative Enhancement Award

“Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and/or Individual PAGA Payment, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Action and in return for executing a general release of claims with Defendant.

10. Class Representative Released Claims

Class Representative does not release his claims raised in his single plaintiff action for wrongful termination, which is pending in Placer County Superior Court, and was filed on August 4, 2022, Case No, S-CV-0048878 (the "Single Plaintiff Action").

“Class Representative Released Claims” means, with the exception of the claims in the Single Plaintiff Action, all known and unknown claims against the Released Parties, including the Released Claims (defined herein) as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum and overtime wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representative’s relationship, or termination of the relationship, with any Released Party through the date of Final Approval for any type of relief. Class Representative further covenants that, other than his pending Single Plaintiff Action, he will not become a member of any other legal actions against the Released Parties asserting any of Class Representative’s Released Claims, and will opt out of any such actions if necessary. For the avoidance of

doubt, this is a complete and general release of all claims to the maximum extent permitted by law.

The scope of this release does not include the claims raised in Plaintiff's pending Single Plaintiff Action, or claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

11. Court

"Court" means the United States District Court for the Eastern District of California in Sacramento, California.

12. Defendant

"Defendant" means Defendant CentiMark Corporation.

13. Effective Date

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

14. Final Approval Hearing

"Final Approval Hearing" means the final hearing at which the Court reviews the fairness, reasonableness, and adequacy of the Settlement and decides whether the Settlement meets all requirements for final approval.

15. Final Judgment

"Final Judgment" means a judgment issued by the Court approving this Agreement as binding upon the Parties following the Final Approval Hearing.

16. Gross Settlement Amount

“Gross Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendant, which is the gross sum of \$600,000.00 (Six-Hundred Thousand Dollars and Zero Cents), subject to the “Modification Provision” below, which includes: the Individual Settlement Payments to Participating Class Members; payment of the Settlement Administration Costs as approved by the Court; the Class Representative Enhancement Award to Plaintiff as approved by the Court; a payment to Class Counsel of attorney’s fees of one-third of the Gross Settlement Amount and reasonable litigation costs which shall be approved by motion with the Court; and the PAGA Payment.

Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made by Defendant, separate and apart from the Gross Settlement Amount.

The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

a. Modification Provision:

At the August 21, 2023 mediation date, CentiMark represented that an extrapolation of the workweeks for both the Settlement Class and PAGA Members is 24,871 from July 11, 2018, to August 21, 2023 (the "Mediation Period"). For purposes of this calculation, the total number of weeks worked attributable to the Settlement Class and the total of weeks worked attributable to PAGA Members are separate and have been added together. The Parties agree that if, once the data covering the Mediation Period is reviewed by the Settlement Administrator, and the actual number of workweeks during the Mediation Period is more than ten percent (10%) greater than 24,871 (or greater than 27,359 workweeks), then the GSA shall increase by \$24.13 for each additional workweek. For example, if the actual number of workweeks during the Mediation Period is 27,400, then the GSA will increase in the amount of \$989.33.

17. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA Members that shall, in the aggregate, comprise 25% of the PAGA Payment,

in the amount of Thirty-Five Thousand Dollars (\$35,000.00) as consideration for Settlement of claims for civil penalties under the PAGA.

18. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a valid Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

19. LWDA

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

20. LWDA PAGA Payment

“LWDA PAGA Payment” means the amount of One-Hundred Five Thousand Dollars and Zero Cents (\$105,000.00) to be paid to the LWDA as its 75% share of the PAGA Payment, as consideration for Settlement of claims for civil penalties under PAGA.

21. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount less the Court-approved Class Counsel Award, the Class Representative Enhancement Award, the PAGA Payment, and the Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members in the form of Individual Settlement Payments.

22. Notice of Class Action Settlement

“Notice of Class Action Settlement” or “Notice” means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit A** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

23. PAGA

“PAGA” refers to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.

24. PAGA Members

“PAGA Members” means all non-exempt employees, excluding any individuals employed solely as office or administrative staff, who have or continue to work for CentiMark in California during the PAGA Settlement Period.

25. PAGA Notice Letter

“PAGA Notice Letter” is the PAGA Notice Letter filed by Plaintiff Lingle with the LWDA and November 19, 2021.

26. PAGA Payment

“PAGA Payment” means the portion of the Gross Settlement Amount that shall be allocated to claims under the PAGA. The Parties have agreed to allocate One-Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00). Seventy-five percent (75%) shall be payable to the LWDA (i.e., the LWDA PAGA Payment) and the remaining twenty-five percent (25%) shall be used to pay the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Agreement.

27. PAGA Settlement Period

“PAGA Settlement Period” means the period from May 17, 2021 until the earlier of the following two dates: (a) November 19, 2023, or (b) the date that the Court grants preliminary approval of the settlement.

28. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

29. Parties

“Parties” means Plaintiff and Defendant, collectively.

30. Pay Periods

“Eligible Pay Period” means any pay period in which a PAGA Member worked for any amount of time for Defendant during the PAGA Settlement Period according to Defendant’s records.

31. Pay Periods Dispute

“Pay Periods Dispute” means a Class Member’s written letter disputing the pre-printed information on the Notice of Class Action Settlement as to the amount of one’s Pay Periods during the PAGA Period, and the dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state the dispute about the Pay Periods credited and what the PAGA Member contends is the correct number; (d) attach any documentation that supports PAGA Member’s position; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

32. Plaintiff

“Plaintiff” means Plaintiff Anthony Lingle.

33. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

34. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.*

35. Released Class Claims

“Released Class Claims” shall mean all claims and/or causes of action under any state, local, or federal law or administrative regulation brought by Participating Class Members against the Released Parties, and that were or could have been alleged based on the allegations in the Action, including all class claims stated in

the Action alleging violations of Labor Code sections 201, 202, 203, 221, 223, 225, 226(a), 226 et seq, 226.3, 226.7, 245 *et seq*, 256, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 2802, and IWC Wage Order 16, including, *inter alia*, sections 3, 4, 11, 12, and section 17200 *et seq* of the California Business and Professions Code, and:

- (a) All claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, including driving time, and the alleged failure to pay for all time worked at correct rates;
- (b) All claims for unpaid wages due to alleged rounding of records of time worked and meal periods.
- (c) All claims for unpaid regular rates, including regular rates for overtime and double-time wages, meal and rest break premium wages, and paid sick leave.
- (d) All claims for meal period violations, including claims for (1) first and second meal periods, (2) short, late, missed, interrupted, "on call," and otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods;
- (e) All claims for rest break violations, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, "on call" rest breaks and otherwise improperly controlled rest breaks, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates;
- (f) All claims for paid sick leave violations, including the failure to (1) accurately accrue paid sick leave, (2) accurately provide notice of accrued sick leave, (3) accurately provide paid sick leave, and (4) provide paid sick leave at the correct regular rates.
- (g) All claims for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code;
- (h) All claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phones, tools and materials for work, and meal expenses;
- (i) All claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9)

based on the allegations in the Action, including the allegations that wage statements lacked the total number of hours worked and corresponding rates, including regular rates, and including claims for injuries suffered therefrom;

- (j) All claims for the alleged failure to keep accurate records in violation of Section 1174 of the Labor Code;
- (k) All claims for failure to pay contract wages or for making unlawful deductions from wages in violation of Sections 221, 223, and 225 of the Labor Code;
- (l) All claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claims, and causes of action alleged in the Action; and
- (m) All claims for statutory penalties, liquidated damages, punitive damages, interest, attorney's fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the allegations in the Action.

The period of the Released Claims will extend for the Settlement Class Period.

36. Released PAGA Claims

"Released PAGA Claims" shall mean all claims and causes of action for PAGA penalties against the Released Parties that were or could have been alleged based on the allegations in the Action, including all claims for PAGA penalties based on alleged violations of Labor Code sections 201, 202, 203, 221, 223, 225, 226(a), 226 et seq, 226.3, 226.7, 245 et seq, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 2802, and IWC Wage Order 16, including, *inter alia*, sections 3, 4, 11, 12, and:

- (a) All claims for PAGA penalties based on the alleged failure to pay wages earned, including minimum, overtime, and double-time wages, the alleged failure to pay for all time worked including driving time, and the alleged failure to pay for all time worked at correct rates;
- (b) All claims for PAGA penalties based on the alleged failure to pay for all time worked due to rounding of records of time worked and meal periods;

- (c) All claims for PAGA penalties based on the alleged failure to pay regular rates, including regular rates for overtime and double-time wages, meal and rest break premium wages, and paid sick leave;
- (d) All claims for PAGA penalties based on the alleged failure to provide compliant meal periods, including claims for (1) first and second meal periods, (2) short, late, missed, interrupted, "on call," and otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods;
- (e) All claims for PAGA penalties based on the alleged failure to provide compliant rest breaks, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, "on call" and otherwise improperly controlled rest breaks, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates;
- (f) All claims for PAGA penalties for alleged paid sick leave violations, including the failure to (1) accurately accrue paid sick leave, (2) accurately provide notice of accrued paid sick leave, (3) accurately provide paid sick leave, and (4) provide paid sick leave at the correct regular rates.
- (g) All claims for PAGA penalties for the untimely payment of final wages under sections 201 to 203 of the Labor Code Section;
- (h) All claims for PAGA penalties for allegedly unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phones, tools and materials for work, and meal expenses;
- (i) All claims for PAGA penalties for allegedly improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the allegations in the Action, including the allegations that wage statements lacked the total number of hours worked and corresponding rates, including regular rates, and including claims for injuries suffered therefrom;
- (j) All claims for PAGA penalties for the alleged failure to keep accurate records in violation of Section 1174 of the Labor Code;

- (k) All claims for PAGA penalties for the alleged failure to pay contract wages or for making unlawful deductions from wages in violation of Sections 221, 223, and 225 of the Labor Code;
- (l) And all other claims for PAGA penalties alleged in the Action.

The period of the Released PAGA Claims will be the PAGA Settlement Period.

37. Released Parties

“Released Parties” means Defendant CentiMark Corporation and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, benefit plans, subsidiaries, affiliates, successors, and assigns.

38. Request for Exclusion

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

39. Response Deadline

“Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. If the forty-fifth (45th) day falls on a Sunday or State or Federal holiday, then the deadline is extended to the next business day.

40. Settlement

“Settlement” or “Agreement” means this Class and Representative Agreement and Release.

41. Settlement Administrator

“Settlement Administrator” means Apex Class Action, LLC, the third-party company that is responsible for administering the settlement, mutually agreed to by

the Parties and appointed by the Court upon Class Counsel's motion for preliminary approval of this Settlement.

42. Settlement Administrator Costs

"Settlement Administrator Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

43. Workweeks

"Workweeks" means any workweek in which a Class Member worked for any amount of time for Defendant during the Class Period according to Defendant's records.

44. Workweeks Dispute

"Workweeks Dispute" means a Class Member's written letter disputing the pre-printed information on the Notice of Class Action Settlement as to the amount of one's Workweeks during the Class Period, and the dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state the dispute about the Workweeks credited and what the Class Member contends is the correct number; (d) attach any documentation that supports Class Member's position; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

RECITALS

45. Procedural History

On December 2, 2021, Plaintiff Anthony Lingle filed a putative class action complaint alleging several wage and hour claims against Defendant. On November 19, 2021, Plaintiff Lingle filed a PAGA Letter with the LWDA seeking PAGA civil penalties for alleged wage and hour violations by the Defendant. On July 22, 2022, Plaintiff Lingle filed a First Amended Complaint that included the PAGA claim. On August 4, 2022, Plaintiff Lingle filed a single plaintiff action for

wrongful termination. On October 7, 2022, Plaintiff Lingle filed a Second Amended Complaint as a class and representative action.

On August 21, 2023, the Parties participated in a mediation session with Louis Marlin, Esq., a prominent mediator experienced in resolving wage and hour class and representative actions. As a result of the mediator's efforts, the Parties reached an agreement to settle all claims and causes of action alleged in the Action by the Plaintiff under the California Labor Code, the California Business and Professions Code, the applicable California Wage Order, and the PAGA.

Before the mediation, Defendant produced extensive documentation including time and pay data, policy documents, class size information, pay period and workweek information, and information regarding the hourly rates of the settlement class members. Defendant provided discovery sufficient to enable Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

46. No Admission

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Action. Defendant also disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits of the claims asserted in the Actions or in any other proceeding.

Defendant contends that at all times it has complied with all applicable state, federal and local laws related to the Class Members' employment. Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of the Defendant collectively or individually, or as an admission that class or representative action treatment would be allowed outside the settlement context. The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent PAGA litigation.

Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible as evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

47. Benefits of Settlement to Class and PAGA Members

Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff in the Action. Defendant has also taken into account the risks of further litigation in reaching the decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action.

48. Settlement of Disputed Claims

This Agreement is a compromise of disputed claims. Defendant has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Plaintiff and Participating Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Nothing contained in this Agreement, no

documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Participating Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

TERMS OF AGREEMENT

49. Release for All Participating Class Members

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

50. Release for All PAGA Members

Upon the Effective Date and full funding of the Gross Settlement Amount, as Representatives of the State of California and on behalf of the LWDA, Plaintiff and all PAGA Members fully and finally release the Released Parties from the Released PAGA Claims for the PAGA Settlement Period. These releases will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

51. Release of Claims by Plaintiff

With the exception of the claims alleged in the Single Plaintiff Action, as of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff releases the Released Parties from all the Class Representative Released Class and PAGA Claims. Plaintiff's release set forth herein includes a waiver of all rights under California Civil Code §1542, which provides:

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.**

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Defendant at the time of the execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

52. The Motion for Preliminary Approval

Class Counsel shall be responsible for preparing the Motion for Preliminary Approval. Class Counsel agrees to provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Preliminary Approval at least five (5) calendar days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers. Plaintiff will review and consider in good faith any comments/edits Defendant's Counsel may propose to any preliminary approval documents.

53. Settlement Administrator

Within twenty-one (21) calendar days following the date that the Court grants Preliminary Approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that relevant information can be provided to Class Counsel, on an individual basis only, and only when necessary for Class Counsel to respond to specific inquiries or requests from individual Class Members. However, Class Counsel shall be able to review disbursement calculations prior to any notice mailings to ensure accuracy and quality control as described below. But the Administrator must omit any personal identifying information in data provided to Class Counsel.

The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the

Class Information will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendant and will only be used to administer the Settlement under the terms provided herein.

a. Notice by First Class U.S. Mail.

No later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Information. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within fourteen (14) calendar days of receipt of the Class Information, the Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Class Members via regular First-Class U.S. Mail, postage prepaid. The Settlement Administrator shall maintain all information received from Defendant confidential to itself, and Defendant's Counsel. However, Class Counsel shall be able to review the breakdown of Workweeks and estimated Individual Settlement Amounts for Class Members and PAGA Members prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security Number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within five (5) calendar days of receiving notice that a Notice of Class Action Settlement was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall respond by the end of the Class Notice Period or ten (10) calendar days from the date of re-mailing the Class Notice, whichever is later.

c. Disputes Regarding Individual Settlement Payments and Individual PAGA Payments.

Class Members and PAGA Members will have the opportunity, should they disagree with the number of Workweeks or Pay Periods stated on their Notice of Class Action Settlement by submitting a Workweeks Dispute, postmarked on or before the Response Deadline. If there is a Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility of each Class and PAGA Member's eligibility for, and the amounts of, their Individual Settlement Payment and Individual PAGA Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address and telephone number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address.

The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Class Members who fail to submit a valid

and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

Any Class Member who requests to be excluded from the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the class settlement.

Any Request for Exclusion has no effect on the PAGA Settlement; Any Class Member who is also considered a PAGA Member will still be issued their Individual PAGA Payment and be bound by the PAGA Settlement, regardless of whether they submit a Request for Exclusion.

No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Class who have timely submitted a Request for Exclusion.

f. Objections.

The Notice of Class Action Settlement shall state that Participating Class Members who wish to object to the Settlement may do so in person (or other method of personal appearance permitted by the court, e.g., Zoom) at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received.

The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name and address of the objecting Settlement Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval.

Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later

than the Response Period Deadline. Any Settlement Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

54. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or file Requests for Exclusion, or to appeal from the Court's Final Judgment.

55. Funding of the Qualified Settlement Fund

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Gross Settlement Amount into the QSF. The Settlement Administrator will also inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than thirty (30) calendar days after the Effective Date, Defendant shall fund the QSF.

56. Net Settlement Amount

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$220,000.00. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount	\$600,000.00
Class Rep. Enhancement Award	\$10,000.00
Requested Class Counsel Fees	\$200,000.00
Requested Class Counsel Expenses	Up to \$15,000
Total PAGA Payment	\$140,000.00
Settlement Administrator Costs	\$15,000
Net Settlement Amount -- \$220,000.00	

This is a non-reversionary Settlement in which Defendant will pay the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to

Defendant. The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Gross Settlement Amount. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorney's fees will be returned to the Net Settlement Amount and distributed to the Participating Class Members.

57. Settlement Dates

Class Counsel shall provide Defendant's Counsel a draft Motion for Preliminary Approval for Defendant's review and input.	5 calendar days in advance of filing.
Defendant provides the Class Information to the Administrator	21 calendar days after the Court grants Preliminary Approval
Settlement Administrator to mail Notice of Class Action Settlement	14 calendar days after receipt of the Class Information
Settlement Administrator to re-mail Notice of Class Action Settlement	5 calendar days after receipt of notice that the Notice of Class Action Settlement was undeliverable.
Response Deadline to the Notice of Class Action Settlement	45 calendar days after mailing
New Response Deadline to the Notice of Class Action Settlement for those receiving re-mailed Notices of the Class Action Settlement	The original Response Deadline or 10 calendar days from the date of remailing, whichever is later.
Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion and a Declaration regarding the statistics and responses of settlement administration to date	14 calendar days after the Response Deadline

Defendant has the option to nullify the Settlement.	10 calendar days after notification by the Settlement Administrator that more than 10% of the Class Members submitted valid Requests for Exclusion.
Class Counsel shall provide Defendant's Counsel a draft Motion for Final Approval for Defendant's review and input.	5 calendar days in advance of filing.
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Members, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel Settlement Administrator shall send to Defendant's Counsel the electronic wiring instructions for the Settlement Amount.	7 calendar days after the Effective Date.
Defendant shall fund the QSF.	30 calendar days after the Effective Date.
Settlement Administrator shall mail Individual Settlement Payments	7 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail Individual PAGA Payments	7 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the LWDA PAGA Payment.	7 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the Class Representative Enhancement Awards	7 calendar days after Defendant funds the QSF.

Settlement Administrator shall mail the Class Counsel Award	7 calendar days after Defendant funds the QSF.
Settlement Administrator shall be paid the Settlement Administrator Costs.	7 calendar days after the Defendant funds the QSF
Settlement Administrator shall mail reminder postcards to the Participating Class Members and PAGA Members whose settlement checks were not returned or cashed.	100 calendar days <u>before</u> the Individual Settlement Payments and Individual PAGA Payments expire.
Check Cashing Deadline for Class Members and PAGA Members	180 calendar days after the mailing of the Individual Settlement Payments and Individual PAGA Payments
Settlement Administrator shall send any remaining funds to Salvation Army Sacramento Metro	14 calendar days after the check cashing deadline
Settlement Administrator shall provide a compliance declaration to the Parties	21 days after the check cashing deadline

58. Individual Settlement Payments

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows:

- (i) After preliminary approval of the Settlement, using the Class Information, the Settlement Administrator will compute the total number of Workweeks of all Participating Class Members collectively during the Class Period, and this sum shall be known as the Workweek Total; (ii) the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member's estimated Individual Settlement Payment.

- (ii) After final approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the "Workweek Value") and multiply the number of Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member's final Individual Settlement Payment.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) calendar days after Defendant fully funds the settlement.

59. PAGA Payments

A total amount of \$140,000.00 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount will be the LWDA PAGA Payment to be paid to the LWDA and the remaining twenty-five (25%) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount; in no event shall Defendant be required to pay in excess of the Gross Settlement Amount in such circumstances.

The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) calendar days after Defendant fully funds the settlement.

The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Pay Periods worked by PAGA Members during the PAGA Settlement Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within fifteen (15) calendar days after Defendant fully funds the settlement.

60. Class Representative Enhancement Award

Plaintiff will make an application to the Court for a Class Representative Enhancement Award of up to \$10,000.00. The Class Representative Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after Defendant fully funds the Settlement. The Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Participating Class Member and Individual PAGA Payment as a PAGA Member. Any amount requested by Plaintiff for the Class Representative Enhancement Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

61. Class Counsel Award

Class Counsel will file a motion for attorney's fees in the amount of up to one-third of the Gross Settlement Amount, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, not to exceed \$15,000, to be paid from the Gross Settlement Amount. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorney's fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

62. Tax Treatment

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal

Revenue Service, to the extent required by law. All Individual Settlement Payments shall be allocated as follows: 20% as wages and 80% as penalties and interest. The 20% portion of Settlement Payments subject to required withholdings and deductions by the Settlement Administrator shall be reported on a Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties, for which a Form 1099 will be issued if required. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments under this Agreement. Defendant shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Gross Settlement Amount. Plaintiff, any Participating Class Member and any PAGA Member who receives any Individual Settlement Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members, PAGA Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. The Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendant, the Class Representative, and Class Counsel agree that each Class and PAGA settlement member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

63. No Tax Advice

Defendant has not made any representations as to the taxability to any Participating Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorney's fees and expenses to Class Counsel, or the payment of the Class Representative Enhancement Award to the Class Representative. Neither Plaintiff, Class Counsel, nor Defendant's 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.

64. Unclaimed Settlement Payment(s)

After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement Payments and Individual PAGA Payment checks, any remaining funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment checks and/or Individual PAGA Payment checks shall be deposited to the Salvation Army Sacramento Metro. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384 under California law, whether or not they all cash their Individual Settlement Payments, and Defendant will not be required to pay any interest on said amount.

As part of the administration, one hundred (100) calendar days before the Individual Settlement Payment and Individual PAGA Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Participating Class Members and PAGA Members whose settlement checks were not returned undeliverable and who have not cashed their checks.

65. Settlement Administrator Costs

The Settlement Administrator has provided a settlement administration quote for \$7,766.25. Upon filing the motion for Final Approval, Plaintiff will request the Court to award an amount equal to the actual administration costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Participating Class Members and PAGA Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested for the Settlement Administrator Costs and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

66. Settlement Administrator Duties

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member's approximate Individual Settlement Payment and

each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing Notice of Class Action Settlement out to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA Members as directed by the Court (including, but not limited to, the DE 9, the DE 9C, 1099s, W-2s and W-3s); receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiff, Class Counsel, Participating Class Members, the LWDA and PAGA Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members' Individual Settlement Payments or PAGA Members' Individual PAGA Payments; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defendant's Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

67. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (a) the Class Counsel Award; (b) the Class Representative Enhancement Award; (c) Individual Settlement Payments; (d) the PAGA Payments to the LWDA and to PAGA Members and (e) Settlement Administrator Costs.

68. Final Approval Order

Plaintiff will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiff will request that the Final Approval Order certify the

Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order.

Class Counsel shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorney's fees, Costs, and Class Representative Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Final Approval and application for attorney's fees and costs at least five (5) calendar days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers Plaintiff will review and consider in good faith any comments/edits Defendant's Counsel may propose to any final approval documents. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order.

69. Nullification of Agreement

In the event: (a) the Court denies preliminary approval of the Settlement; (b) the Court denies final approval of the Settlement; (c) the Court refuses to enter a Final Judgment as provided herein; or (d) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

To the extent that more than 10% of Class Members submit valid Requests for Exclusion, Defendant shall have the option to nullify this Settlement within ten (10) calendar days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiff's counsel. If Defendant exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Defendant for terminating the Settlement.

70. Conditional Class Certification

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of

any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements for class or representative treatment of any of the claims in these Actions.

If, for any reason, the Settlement is not approved, the Parties agree to attend mediation again, either before the same mediator or another mutually agreed upon mediator experienced in California wage and hour class actions, in an effort to reach a settlement that will be approved by the Court.

If, even after the second mediation, the Agreement is ultimately not approved by the Court, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (b) Defendant is liable to Plaintiff or any Settlement Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiff's ability to maintain a representative action, for all purposes.

71. No Publicity

Prior to preliminary approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval or to make other disclosures jointly agreed to by the Parties in advance as necessary to effectuate the Settlement.

Before and after approval of this Settlement, Plaintiff and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the Settlement.

Nothing herein restricts Class counsel from fulfilling its duties to Class and PAGA Members. However, Class Counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a class and representative action basis, but only for the reason of detailing the experience of counsel. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

72. No Effect on Employee Benefits

The Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiff, Participating Class Members, and PAGA Members. The Parties agree that any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiff, Participating Class Members, and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant. Further, any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant.

73. Representation

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

Plaintiff and his Counsel represent that other than the Single Plaintiff Action, Plaintiff and his Counsel do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges, complaints, or other matters against Defendant, and Plaintiff Counsel are not aware of any current or former employees of Defendant who are planning to bring any claims, charges, Complaints, or other matters against Defendant.

74. Exhibits and Headings

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

75. Interim Stay of Proceedings

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

76. Amendment or Modification

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

77. Entire Agreement

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

78. Authorization to Enter into Agreement

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of the Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of the Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

79. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

80. California Law Governs

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

81. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

82. Jurisdiction of the Court

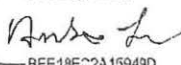
Pursuant to California Code of Civil Procedure section 664.6, and section 41(a) of the Federal Rules of Civil Procedure, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all connected orders and judgments.

83. Invalidity of Any Provision

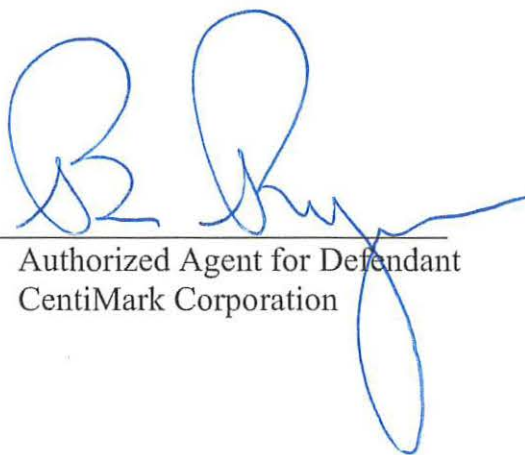
Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of himself and the Participating Class Members and the PAGA Members, and Defendant have executed this Agreement as of the dates set forth below.

Date: 11/14/2023

By: 
Anthony Lingle, Plaintiff

Date: 11/20/23

By: 
Authorized Agent for Defendant
CentiMark Corporation

APPROVED AS TO FORM

Date: 11/14/2023

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
Counsel for Plaintiff

Date: 11/17/23

By: 
Michael J. Nader
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
Counsel for Defendant
CentiMark Corporation