

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Isiah A. Elder, Antoinette LaShaun Miles, Amanda Andrade, Meron B. Tewolde, Lorenzo Shaw, and Stephanie Green (collectively, “Plaintiffs” or “Class Representatives”), as individuals, and on behalf of all others similarly situated; and Defendants St. Vincent De Paul Village, Inc., and SVDP Management Inc. (collectively, “Defendants”) (collectively with Plaintiffs, the “Parties”).

1. DEFINITIONS.

1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants St. Vincent De Paul Village, Inc. and/or SVDP Management Inc., styled *Elder, et al. v. St. Vincent de Paul Village, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000130-CU-OE-CTL (“*Elder Action*”); *Tewolde v. St. Vincent de Paul Village, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000452-CU-OE-CTL (“*Tewolde Action*”); and *Green v. SVDP Management, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00013694-CU-OE-CTL (“*Green Action*”).

1.2. “Aggrieved Employee” means all current and former hourly-paid, non-exempt employees of St. Vincent de Paul Villages, Inc. dba Father Joe’s Villages, and/or SVDP Management, Inc. who were employed in the state of California at any time during the PAGA Period.

1.3 “Administrator” means Phoenix Settlement Administrators, the neutral entity agreed upon by the Parties, and appointed by the Court, to administer the Settlement.

1.4. “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.

1.5. “Class” is defined as follows: All current and former hourly-paid, non-exempt employees of St. Vincent de Paul Villages, Inc. dba Father Joe’s Villages and/or SVDP Management, Inc. who were employed in the state of California at any time during the Class Period.

1.6. “Class Counsel” means the attorneys at Aegis Law Firm, PC; Protection Law Group, LLP; and Lawyers *for* Justice, 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 actual costs and expenses, respectively, incurred to prosecute the Actions.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s full name, last-known mailing address, Social Security number, number of Class Period Workweeks, and number of PAGA Period Pay Periods.

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.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for Class Members’ current 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 Notice of Proposed Class Action and PAGA Settlement to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as “Exhibit A” and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from January 3, 2018 to the date of preliminary approval of the Settlement by the Court.

1.13. “Class Representatives” means the named Plaintiffs in the Actions who will each be seeking Court approval to serve as representatives of the Class.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

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

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

1.17. “Defendants” means named Defendants St. Vincent De Paul Village, Inc. and SVDP Management Inc.

1.18. “Defense Counsel” means E. Joseph Connaughton and Aaron A. Buckley of Quarles & Brady LLP.

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

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

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

1.22. “Final Approval Order and Judgment” means the proposed Final Approval Order and Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$3,250,000.00 which is the total amount St. Vincent De Paul Village, Inc. and SVDP Management Inc. agree to pay under the Settlement, except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay the Individual Settlement Payments, PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.

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

1.25. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of the PAGA Payment calculated according to the number of Pay Periods, if any, worked during the PAGA Period.

1.26. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Individual Class Payment, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment, combined with the Individual PAGA Payment, if any, to which each Participating Class Member is entitled under the terms of this Agreement.

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

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

1.29. “LWDA PAGA Payment” means the seventy-five percent (75%) portion of the PAGA Payment which shall be distributed to the LWDA.

1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is the portion of the Gross Settlement Amount that is to be paid to Participating Class Members as Individual Class Payments.

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

1.32. “PAGA Aggrieved Employee Amount” means the twenty-five percent (25%) portion of the PAGA Payment which shall be distributed to Aggrieved Employees on a *pro rata* basis based on the number of Pay Periods worked during the PAGA Period.

1.33. “PAGA Payment” means the total amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) that is allocated toward PAGA civil penalties, to be paid from the

Gross Settlement Amount, and distributed as seventy-five percent (75%) to the LWDA (\$75,000.00) and twenty-five percent (25%) to the Aggrieved Employees (\$25,000.00) based on the number of Pay Periods worked during the PAGA Period.

1.34. "PAGA Period" means the period from January 3, 2021 to the date of preliminary approval of the Settlement by the Court.

1.35. "PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

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

1.37. "Plaintiffs" means Isiah A. Elder, Antoinette LaShaun Miles, Amanda Andrade, Lorenzo Shaw, Meron B. Tewolde, and Stephanie Green, who are or will be the named plaintiffs in the Actions.

1.38. "Preliminary Approval" means the entry of the Preliminary Approval Order.

1.39. "Pay Period" means any pay period during the PAGA Period during which an Aggrieved Employee worked for at least one day for either or both Defendants.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means Defendants and their former and present directors, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.43. "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, in accordance with the requirements set forth below.

1.44. "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members, which shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Class Settlement, or (b) email or mail his or her Objection to the Class Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the original Response Deadline.

1.45. "Settlement" means the disposition of the Actions effected by this Agreement and the Final Approval Order and Judgment.

1.46. "Workweek" means each and any week within the Class Period during which a Class Member worked for at least one day for either or both Defendants.

2. RECITALS.

2.1. On January 3, 2022, Plaintiff Elder and Plaintiff Miles filed the *Elder* Action against Defendants in the San Diego Superior Court. The *Elder* Action alleges California Labor Code violations for failing to (1) pay minimum wage; (2) pay overtime; (3) provide meal periods; (4) permit rest breaks; (5) reimburse necessary business expenses; (6) provide accurate itemized wage statements; and (7) pay all wages due upon termination. On April 1, 2022, Plaintiffs Elder and Miles filed a First Amended Complaint to add Plaintiff Andrade and a claim for PAGA penalties. Defendants answered the *Elder* Action and generally denied Plaintiffs' allegations.

On January 5, 2022, Plaintiff Tewolde filed the *Tewolde* Action against Defendants in the San Diego Superior Court. The *Tewolde* Action asserts California Labor Code violations against Defendants. Defendants answered the *Tewolde* Action and generally denied the allegations.

On April 12, 2022, Plaintiff Green filed the *Green* Action against Defendants in the San Diego Superior Court. The *Green* Action asserts California Labor Code violations against Defendants. Defendants answered the *Green* Action and generally denied the allegations.

Defendants maintain they accurately, timely, and fairly compensated their employees and, on that basis, are not liable to Plaintiffs or any Class Members for any alleged violation of the California Labor Code. Defendants also maintain that any claims that Plaintiffs might have against Defendants are individualized to them and, as such, are not shared by Class Members.

2.2. On March 23, 2023 and August 4, 2023, the Parties participated in mediation conferences presided over by Scott Slater Markus and Hon. Daniel J. Buckley (Ret.), respectively, which led to this Agreement to settle the Actions.

2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, Defendants relevant employee handbooks, timekeeping policies and procedures, and timekeeping and payroll records. 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").

2.4. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$3,250,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 for each Plaintiff (total of \$60,000.00 for Plaintiffs Elder, Miles, Andrade, Shaw, Tewolde, and Green). These Class Representative Service Payments shall be in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representatives are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing or such other deadline set by the Court. If the Court approves Class Representative Service Payments of less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on their respective Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$1,137,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendants will not oppose requests for these payments provided that the amounts requested do not exceed these amounts. Plaintiffs will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (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 to be distributed to Participating Class Members. 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 Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment as agreed upon by the Parties and approved by the Court. The Administration Expenses Payment is currently estimated not to exceed \$16,000.00. To the extent the Administration Expenses Payment is less than the amount the Court approves, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4. PAGA Payment: A PAGA Payment in the amount of \$100,000.00 for the settlement of claims arising under the California Labor Code Private Attorneys General Act of 2004. Seventy-five percent (75%) of this amount (\$75,000.00) shall be paid to the Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of this amount (\$25,000.00) will be distributed to Aggrieved Employees based on the number of Pay Period

worked during the PAGA Period. Each Individual PAGA Payment shall be calculated by (a) dividing the 25% portion of the PAGA Payment available for distribution to Aggrieved Employees by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods worked during the PAGA Period. Individual PAGA Payments are not subject to wage withholding and will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payments.

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

3.2.5.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for the non-wage portion (the "Non-Wage Portion"), which is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Administrator will withhold (and remit to the appropriate tax authorities) the employee's share of taxes over with respect to the Wage Portions, and issue checks to Participating Class Members for their Individual Settlement Payment (i.e., payment of their Individual Class Payment net of these taxes and withholdings).

3.2.6. Effect of Non-Participating Class Members on Calculation of Individual PAGA Payments and Individual Class Payments. Both Participating and Non-Participating Class Members who worked at least one Pay Period during the PAGA Period will receive Individual PAGA Payments regardless of whether they submit a valid and timely Request for Exclusion, and will be bound to the PAGA Settlement. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to Non-Participating Class Members' Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Defendants estimate that as of August 4, 2023, there are 1,249 Class Members who collectively worked a total of 86,298 Workweeks during the Class Period, and 24,176 pay periods during the PAGA Period.

4.2. Class Data and Tax Rate Information. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data and tax rate information 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. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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. This is a material term of the Settlement, and if Defendants fail to comply, Plaintiffs shall have the right to void the Settlement.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' shares of employer-side payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Settlement Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered) and to all Class Members (whether they are Participating or non-Participating Class Members) who are entitled to Individual PAGA Payments. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Participating Class Member or Aggrieved Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's

Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Participating Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless be bound by the Class Settlement. Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

4.4.4. The payment of Individual Settlement Payments shall not obligate Defendants 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. RELEASES OF CLAIMS. Effective 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 and all Participating Class Members will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences to date including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Consolidated Complaint in the Actions, including, on behalf of themselves and the State of California, claims under the Labor Code Private Attorneys General Act ("PAGA") ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment insurance benefits, disability insurance benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that they 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 agree, 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, 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Consolidated

Complaint in the Actions arising during the Class Period. Participating Class Members do not release any other claims (other than those released under Section 5.3 below), including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security benefits, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release of PAGA Claims: All Aggrieved Employees eligible under the terms of this Agreement to receive an Individual PAGA Payment, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims under the Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA notices and/or Consolidated Complaint in the Actions arising during the PAGA Period. These Aggrieved Employees do not release any PAGA claims based on facts occurring outside the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Solely for the purpose of settling the Actions, prior to the Motion for Preliminary Approval, the Parties shall file a stipulated request for leave for Plaintiffs to consolidate the Actions for Settlement. The stipulation shall include a proposed Consolidated Complaint that includes all the claims in the Actions and adds Lorenzo Shaw as an additional class representative and named plaintiff ("Consolidated Complaint"). If the stipulation to consolidate is not approved by the Court, the Parties will meet and confer in good faith regarding the appropriate process to obtain preliminary approval of all actions pending in Court.

6.2 Defendants' Declaration in Support of Preliminary Approval. Within twenty (20) calendar days of the full execution of this Agreement, Defendants shall prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ("Declarations"). In their Declarations, Defendants and Defense Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and 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; (ii) a draft proposed Order Granting Preliminary Approval; (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, or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its

competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Class Counsel. Class Counsel are responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement (or per Code should there be no hearing dates within prompt timeframe and Parties reserve the first available hearing date available to the Parties and the Court); 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 to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they will not have an interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 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.

7.3 Notice to Class Members.

7.3.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.3.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar 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 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 Individual PAGA Payment, if any, payable to the Class Member, and shall state the number of Workweeks and Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the original sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.4 Requests for Exclusion (Opt-Outs) From Class Settlement.

7.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the class action portion of the Settlement and includes the case name and number, the Class Member's full name, address and email address or telephone number, and last four (4) digits of their Social Security Number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the applicable Response Deadline.

7.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to

challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

7.4.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members will receive Individual PAGA Payments, if eligible.

7.5 Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6 Objections to Settlement.

7.6.1 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 Payments.

7.6.2 Participating Class Members may send written objections to the Administrator, by email or mail. An objection must include the Participating Class Member's full name, e-mail address or telephone number, the last four (4) digits of his or her Social Security Number, and the specific reason for the objection. All objections must be signed by the objecting Class Member or the Class Member's legally authorized representative. 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 sixty (60)

calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.7 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.

7.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish and 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, 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, faxes and emails.

7.7.2 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 five (5) calendar 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 names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3 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 received and/or resolved, and checks mailed for Individual Class 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.

7.7.4 Workweek 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. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.7.5 Administrator's Declaration. Not later than fourteen (14) calendar days 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 signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will

supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on their records, Defendants estimate that as of August 4, 2023, there are 1,249 Class Members who worked a combined 86,298 Workweeks during the period of January 3, 2018 through August 4, 2023.

8.1 Pro-Rata Increase. The Gross Settlement Amount is based on Defendants' representation that the Class Members worked a total of 86,298 Workweeks during the period of January 3, 2018 through August 4, 2023. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, by more than 8,630 Workweeks), then at their option Defendants may elect to either (a) end the Class Period on the date the number of Workweeks reaches 94,928 (86,298 + 8,630), or (b) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% the Gross Settlement Amount will increase by 1%.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw, in writing, no later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court

no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. If the Parties cannot resolve the Court's concerns, the issue shall be submitted to mediator Hon. Daniel Buckley (Ret.) for resolution.

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

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 jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.

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

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

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity 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 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 Cooperation and Execution of Necessary Documents. The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their Counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any settlement agreement waivers, *Pick-Up Stix* agreements, or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

12.14 Dispute About Terms. Should a dispute arise about the terms of this Agreement, such disputes shall be submitted to the Hon. Daniel Buckley (Ret.) for consultation.

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

12.16 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.

12.17 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.

12.18 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.

12.19 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 Plaintiffs Isiah A. Elder, Antoinette LaShaun Miles, Amanda Andrade, and Lorenzo Shaw: Kashif Haque, Samuel A. Wong, Jessica L. Campbell (jcampbell@aegislawfirm.com); Kristy R. Connolly (kconnolly@aegislawfirm.com) Aegis Law Firm, PC; 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618; (949) 379-6250.

To Plaintiff Meron B. Tewolde: Heather Davis (heather@protectionlawgroup.com), Amir Nayebdadash (amir@protectionlawgroup.com), Priscilla Gamino (priscilla@protectionlawgroup.com), Brendan Burton (brendan@protectionlawgroup.com): Protection Law Group; 237 California Street, El Segundo, CA 90245; (424) 290-3095.

To Plaintiff Stephanie Green: Arby Aiwarzian (arby@calljustice.com) Joanna Ghosh (joanna@calljustice.com); Selena Matavosian (selena@calljustice.com); Lawyers for Justice, PC; 410 West Arden Avenue, Suite 203, Glendale, CA 91203 (818) 265-1020.

To Defendants: Joe Connaughton (joe.connaughton@quarles.com), Aaron Buckley (aaron.buckley@quarles.com); Quarles & Brady LLP; 101 W Broadway, San Diego, CA 92101; (619) 237-5200.

12.20 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

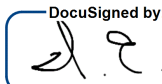
deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.21 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.

12.22 Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment reference related to Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to the Actions or this Settlement.

SIGNATURES TO FOLLOW ON THE NEXT PAGE.

PLAINTIFFS:

DocuSigned by:

FE072569288F42F...
Isiah A. Elder

10/26/2023

Date

DocuSigned by:

C4A90B028E9C422...
Antoinette LaShaun Miles

10/20/2023 | 3:29 PM PDT

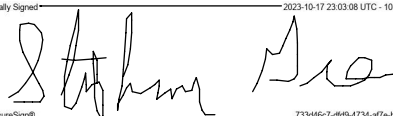
Date

Amanda Andrade

Date

Meron B. Tewolde

Date

Electronically Signed
2023-10-17 23:03:08 UTC - 108.255.202.249

Nintex AssureSign® 733d46c7-dfd9-4734-a17e-b09e017b8ee3
Stephanie Green

10/17/2023

Date

Lorenzo Shaw

Date

DEFENDANTS:

Deacon Jim Vargas, OFS
*President and CEO, St. Vincent De Paul
Villages and SVDP Management Inc.*

Date

PLAINTIFFS:

Isiah A. Elder

Date

DocuSigned by:
antoinette miles
C4A90B02B59C422...
Antoinette LaShaun Miles

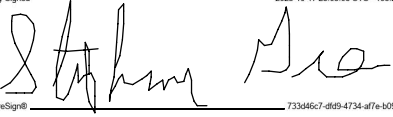
10/20/2023 | 3:29 PM PDT
Date

Amanda Andrade

Date

Meron B. Tewolde

Date

Electronically Signed
2023-10-17 23:03:08 UTC - 108.255.202.249

Nintex AssureSign® 733d46c7-dfd9-4734-a17e-b09e017b9ee3
Stephanie Green

10/17/2023
Date

Lorenzo Shaw

Date

DEFENDANTS:

Deacon Jim Vargas, OFS
*President and CEO, St. Vincent De Paul
Villages and SVDP Management Inc.*

Date

PLAINTIFFS:

Isiah A. Elder

Date

Antoinette LaShaun Miles

Date

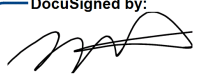
DocuSigned by:

A09525EAE0B04B5...

Amanda Andrade

10/24/2023 | 2:07 PM PDT

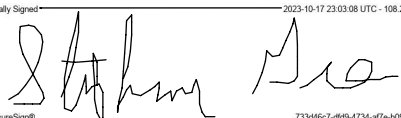
Date

DocuSigned by:

9ADB2988003D489...

Meron B. Tewolde

10/25/2023

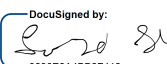
Date

Electronically Signed
2023-10-17 23:03:08 UTC - 108.255.202.249

Nintex AssureSign® 733d46c7-dfd9-4734-a17e-b09e017b8ee3

Stephanie Green

10/17/2023

Date

DocuSigned by:

69390E2A98B2F412...

Lorenzo Shaw

10/20/2023 | 3:48 PM PDT

Date

DEFENDANTS:

Deacon Jim Vargas, OFS
*President and CEO, St. Vincent De Paul
Villages and SVDP Management Inc.*

Date

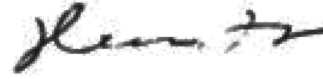
APPROVED AS TO FORM:

AEGIS LAW FIRM, PC



Kashif Haque
Samuel A. Wong
Jessica L. Campbell
*Counsel for Plaintiffs Isiah A. Elder,
Antoinette LaShaun Miles,
Amanda Andrade, and Lorenzo Shaw*

PROTECTION LAW GROUP, LLP



Heather Davis
Amir Nayebdadash
Priscilla Gamino
*Counsel for Plaintiff Meron B.
Tewolde*

LAWYERS FOR JUSTICE, PC



Arby Aiwanian
Joanna Ghosh
Selena Matavosian
Counsel for Plaintiff Stephanie Green

QUARLES & BRADY LLP

E. Joseph Connaughton
Aaron A. Buckley
*Counsel for Defendants St. Vincent
De Paul Villages and SVDP
Management, Inc.*

APPROVED AS TO FORM:

AEGIS LAW FIRM, PC

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
*Counsel for Plaintiffs Isiah A. Elder,
Antoinette LaShaun Miles,
Amanda Andrade, and Lorenzo Shaw*

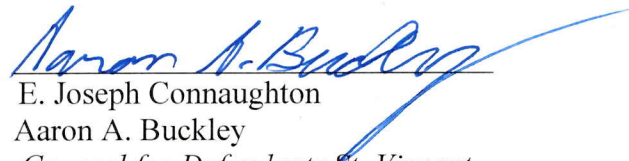
LAWYERS FOR JUSTICE, PC

Arby Aiwarzian
Joanna Ghosh
Selena Matavosian
Counsel for Plaintiff Stephanie Green

PROTECTION LAW GROUP, LLP

Heather Davis
Amir Nayebedadash
Priscilla Gamino
*Counsel for Plaintiff Meron B.
Tewolde*

QUARLES & BRADY LLP



E. Joseph Connaughton
Aaron A. Buckley
*Counsel for Defendants St. Vincent
De Paul Villages and SVDP
Management, Inc.*