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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MARK TREVINO, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

TWO RIVERS DEMOLITION, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendant.

CASE NO.: 34-2022-00320561-CU-OE-
GDS

*[Consolidated with Case No. 34-2022-
00326371-CL-OE-GDS]*

[Assigned for all purposes to the Hon. Jill
Talley, in Dept. 23]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: May 25, 2022

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made by and between Plaintiff MARK TREVINO (“Plaintiff”) and
3 Defendant TWO RIVERS DEMOLITION INC. (“Defendant”). The Agreement refers to
4 Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Acosta PAGA Notice” means Plaintiff David Acosta’s May 23, 2022, letter to the
7 Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

8 1.2. “Actions” means the Plaintiff’s lawsuits alleging wage and hour violations against the
9 Defendant, captioned *David Acosta v. Two Rivers Demolition, Inc.*, Case No. 34-2022-00320561,
10 initiated on May 25, 2022, and pending in Superior Court of the State of California, County of
11 Sacramento (“Acosta Class Action”), *David Acosta v. Two Rivers Demolition, Inc.*, Case No. 34-
12 2022-00320561, initiated on September 6, 2022, and pending in Superior Court of the State of
13 California, County of Sacramento (“Acosta PAGA Action”), and *Mark Trevino v. Two Rivers*
14 *Demolition, Inc.*, Case No. 25CV023360, initiated on October 1, 2025, and pending in Superior
15 Court of the State of California, County of Sacramento (“Trevino Class Action”).

16 1.3. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity Plaintiff has
17 agreed to appoint to administer the Settlement.

18 1.4. “Administration Expenses Payment” means the amount the Administrator will be paid
19 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
20 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
21 Preliminary Approval of the Settlement.

22 1.5. “Aggrieved Employees” means all persons currently or formerly employed as hourly-
23 paid, non-exempt employees by Two Rivers Demolition Inc. in the State of California during the
24 PAGA Period.

25 1.6. “Class” or “Settlement Class” means all persons currently or formerly employed as
26 hourly-paid, non-exempt employees by Two Rivers Demolition Inc. in the State of California
27 during the Class Period.

28 1.7. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,

1 P.C.

2 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
3 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
4 expenses, respectively, incurred to prosecute the Action.

5 1.9. “Class Data” means Class Member identifying information in the Defendant’s custody,
6 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
7 last known telephone number(s); (4) last four digits of the last known Social Security Number(s);
8 and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or
9 separation date(s)).

10 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either
11 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
12 Class Member who qualifies as an Aggrieved Employee).

13 1.11. “Class Member Address Search” means the Administrator’s investigation and search for
14 current Class Member mailing addresses using all reasonably available sources, methods and
15 means including, but not limited to, the National Change of Address database, skip traces, and
16 direct contact by the Administrator with Class Members.

17 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
18 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
19 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
20 A and incorporated by reference into this Agreement.

21 1.13. “Class Period” means the period May 25, 2018 through August 21, 2024

22 1.14. “Class Representative” means the named Plaintiff in the Class Action Complaint in the
23 Action seeking Court approval to serve as a Class Representative.

24 1.15. “Class Representative Service Award” means the payment to the Class Representative
25 for initiating the Action and providing services in support of the Action.

26 1.16. “Court” means the Superior Court of California, County of Sacramento.

27 1.17. “Defendant” means named Defendant Two Rivers Demolition Inc.

28 1.18. “Defense Counsel” means Brian D. Bertossa and Alexis M. Gabrielson of Cook Brown,

1 LLP

2 1.19. "Effective Date" means the later of the date: (a) the Court enters a Judgment on its Order
3 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final
4 as of the latest of the following occurrences: (a) if no Participating Class Member objects to the
5 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
6 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
7 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
8 affirms the Judgment and issues a remittitur.

9 1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

10 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
11 of the Settlement.

12 1.22. "Final Judgment" means the Judgment entered by the Court based upon the Final
13 Approval.

14 1.23. "Gross Settlement Amount" means \$500,000.00 (Five Hundred Thousand Dollars and
15 Zero Cents) which is the total amount the Defendant agrees to pay under the Settlement, except
16 as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage
17 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay
18 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
19 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award,
20 and Administrator's Expenses.

21 1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the
22 Net Settlement Amount calculated according to the number of Workweeks worked during the
23 Class Period.

24 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
25 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
26 Period.

27 1.26. "Judgment" means the judgment entered by the Court based upon Final Approval.

28 1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency

entitled, under Labor Code section 2699, subd. (i).

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

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

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

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.32. “PAGA Period” means the period from May 23, 2021 through the end of the Class Period.

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

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$25,000), allocated 25% to the Aggrieved Employees (\$6,250) and 75% to the LWDA (\$18,750) in settlement of PAGA claims.

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

1.36. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Mark Trevino, the named Plaintiff in the Action.

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

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

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

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

1.41. “Released Parties” means: the Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

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

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.45. “Trevino PAGA Notice” means Plaintiff Mark Trevino’s December 15, 2025, letter to the Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

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

2. RECITALS

2.1. On May 25, 2022, David Acosta filed his Class Action Complaint for Damages in the Superior Court of the State of California for the County of Sacramento, Case No. 34-2022-00320561. He alleged violations, including but not limited to, failure to give compliant meal and rest breaks, to pay meal and rest break premiums, to pay overtime, to provide accurate wage statements, to pay minimum wage, to pay all due wages upon termination, failure to indemnify and unfair competition (“Acosta Class Action”).

1 2.2. On May 23, 2022, David Acosta filed a notice with the Labor and Workforce
2 Development Agency (“LWDA”) to seek civil penalties for various Labor Code violations
3 (“Acosta PAGA Notice”). On September 6, 2022, David Acosta filed his PAGA Action
4 Complaint under the Private Attorney’s General Act Labor Code section 2699 in the State of
5 California for the County of Sacramento, Case No. 34-2022-00326371, alleging civil penalties
6 under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 (“Acosta PAGA Action”).

7 2.3. On March 9, 2023, the Acosta PAGA Action was consolidated with the Acosta Class
8 Action.

9 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

10 2.5. Prior to mediation Plaintiff Acosta obtained, through informal discovery: (a) Plaintiff’s
11 personnel file; (b) time and wage records for a sample of 20% of the employees during the claims
12 period; (c) class data points including the number of pay periods worked during the Class Period,
13 the number of terminated/separated Class Members in the waiting time penalty period, and the
14 number of aggrieved employees (current and former), number of hours worked, and number of
15 pay periods in the wage statement/PAGA Period; and (d) Defendant did not maintain any written
16 policies or employee handbooks.

17 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
18 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
19 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

20 2.7. On January 3, 2024, the Parties participated in an all-day mediation presided over by Hon.
21 Carl West (Ret.). While initially unsuccessful, after months of subsequent negotiations, the
22 Parties reached an agreement to globally resolve all class and PAGA claims in the Actions.

23 2.8. For purposes of this Settlement only, the Parties agree to stipulate to consolidate the
24 Actions into a single action. To effectuate this consolidation, the Parties agree to stipulate to
25 Plaintiff Trevino filing a First Amended Complaint in the Acosta Class Action, which adds
26 Plaintiff Trevino as named plaintiff, removes Plaintiff Acosta as a named plaintiff, and
27 consolidates the claims and allegations set forth in the Acosta Class Action, Acosta PAGA
28

1 Action, Trevino Class Action, and Trevino PAGA Notice into a single operative complaint in the
2 Acosta Class Action (hereinafter, the “Action” or “Operative Complaint”).

3 2.9. The Court has not granted class certification.

4 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
5 other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement.

7 **3. MONETARY TERMS**

8 3.1. Gross Settlement Amount. The Defendant promises to pay \$500,000.00 as the Gross
9 Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to
10 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
11 Class Payments. The Defendant has no obligation to pay the Gross Settlement Amount (or any
12 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator
13 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
14 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
15 Gross Settlement Amount will revert to the Defendant.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
17 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
18 in the Final Approval:

19 3.2.1. To Plaintiff: Class Representative Service Award to Plaintiff in the amount of
20 \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
21 Payment Plaintiff is entitled to receive as a Participating Class Member. The Defendant
22 will not oppose Plaintiff’s request for a Class Representative Service Award that does
23 not exceed this amount. As part of the motion for Class Counsel Fees Payment and
24 Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
25 Representative Service Award prior to the Final Approval Hearing. If the Court
26 approves a Class Representative Service Award less than the amount requested, the
27 Administrator will retain the remainder in the Net Settlement Amount and shall be
28 distributed to Participating Class Members as part of their Individual Settlement

1 Payment. The Administrator will pay the Class Representative Service Award using
2 IRS Form 1099. Plaintiff assumes full responsibility and liability for any applicable
3 employee taxes owed on the Class Representative Service Award.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty five
5 percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to
6 Paragraph 8.1 of this Agreement, is currently estimated to be \$175,000.00 and a Class
7 Counsel Litigation Expenses Payment of not more than \$30,000.00. The Defendant will
8 not oppose requests for these payments provided that these requests do not exceed these
9 amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class
10 Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final
11 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
12 Counsel Litigation Expenses Payment less than the amounts requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount. Released
14 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
15 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel
16 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
17 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
18 Class Counsel assumes full responsibility and liability for taxes owed on the Class
19 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
20 the Defendant harmless, and indemnifies the Defendant, from any dispute or
21 controversy regarding any division or sharing of any of these Payments. There will be
22 no additional charge of any kind to either the Aggrieved Employees or request for
23 additional consideration from Defendant for such work unless, Defendant materially
24 breaches this Agreement, including any term regarding funding, and further efforts are
25 necessary from PAGA Counsel to remedy said breach, including, without limitation,
26 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
27 and/or litigation costs and expenses in amounts that are less than the amounts provided
28 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$6,650.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$6,650.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
7 by all Participating Class Members during the Class Period and (b) multiplying the
8 result by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS 1099 Forms. Participating Class Members assume full responsibility and
17 liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to their
21 Individual Class Payments in the Net Settlement Amount for distribution to
22 Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$25,000 to be paid from the Gross Settlement Amount, with 75% (\$18,750) allocated to
25 the LWDA PAGA Payment and 25% (\$6,250) allocated to the Individual PAGA
26 Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
28 dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties \$6,250 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, the Defendant estimates there are 331 Class Members who collectively worked a total of 9,788 Workweeks, and 100 Aggrieved Employees who worked a total of 1,804 PAGA Pay Periods (employees were paid weekly, so workweeks are equal to pay periods).

4.2. Class Data. Not later than 15 days after execution of the Settlement Agreement, the Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by

transmitting the funds to the Administrator no later than 14 days after the Effective Date.

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. 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 all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to

1 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
2 The Administrator shall promptly send a replacement check to any Class Member whose
3 original check was lost or misplaced, requested by the Class Member prior to the void
4 date.

5 4.4.3. For any Class Member whose Individual Class Payment check or Individual
6 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
7 shall transmit the funds represented by such checks to the California Controller's
8 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
9 residue" subject to the requirements of California Code of Civil Procedure section 384,
10 subd. (b).

11 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
12 not obligate the Defendant to confer any additional benefits or make any additional
13 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
14 specified in this Agreement.

15 **5. RELEASE OF CLAIMS**

16 Effective on the date when the Defendant fully funds the Gross Settlement Amount and
17 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
18 Class Members, and Class Counsel will release claims against all Released Parties as follows:

19 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
21 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
22 limited to: (a) all individual claims that were, or reasonably could have been, alleged, based on
23 the facts contained, in the Operative Complaint, (b) all PAGA claims that were, or reasonably
24 could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's
25 PAGA Notice, and (c) any and all claims arising from Plaintiff's employment with Defendant
26 whatsoever, including but not limited to the following: any claims under Title VII of the Civil
27 Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, and Executive Order
28 11246; the Equal Pay Act; the Americans with Disabilities Act and Sections 503 and 504 of the

1 Rehabilitation Act of 1973; the Age Discrimination in Employment Act (29 U.S.C. §§ 621, *et*
2 *seq.*); and any other federal, state, or local laws prohibiting employment discrimination, such as
3 the California Fair Employment and Housing Act; the WARN Act; the Employee Retirement
4 Income Security Act of 1974; the Fair Labor Standards Act of 1938; the Family and Medical
5 Leave Act of 1993; any other federal laws relating to employment, such as veterans'
6 reemployment rights laws; federal, state, or local laws restricting an employer's right to terminate
7 employees, or otherwise regulating employment; any federal, state, or local law enforcing
8 express or implied employment contracts or requiring an employer to deal with employees fairly
9 or in good faith; any other federal, state, or local laws providing recourse for alleged wrongful
10 discharge, tort, physical or personal injury, emotional distress, fraud, negligent
11 misrepresentation, defamation, and similar or related claims; any federal, state, or local laws
12 concerning employee leave rights, such as, but not limited to, the California Family Rights Act;
13 and any federal, state, or local laws providing recourse for alleged invasions of employee privacy,
14 such as, but not limited to, the Fair Credit Reporting Act (15 U.S.C. §§ 1681, *et seq.*), the
15 California Investigative Consumer Reporting Agencies Act (Cal. Civ. Code §§ 1786, *et seq.*), the
16 California Consumer Credit Reporting Agencies Act (Cal. Civ. Code §§ 1785, *et seq.*), and
17 California Labor Code section 432.7, and Bus. & Prof. Code § 17200 *et. seq.*; claims for unpaid
18 wages (including claims for minimum wage, overtime, and meal period and rest period
19 premiums); reimbursements of business expenses pursuant to California Labor Code section
20 2802; interest; penalties (including waiting time penalties pursuant to California Labor Code
21 section 203, pay stub penalties pursuant to California Labor Code section 226; claims pursuant
22 to the California Industrial Welfare Commission Wage Orders; claims under the Fair Labor
23 Standards Act of 1938; claims for unfair and/or unlawful competition under California Business
24 and Professions Code sections 17200, *et seq.*; claims for attorneys' fees and costs; and claims for
25 conversion, fraud, common count, and unfair business practices("Plaintiff's Release.") Plaintiff's
26 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
27 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
28 compensation benefits that arose at any time, or based on occurrences outside the Class Period.

1 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
2 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
3 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
4 additional facts or Plaintiff's discovery of them.

5 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
6 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
7 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
8 which reads:

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

13 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
14 Members, on behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
16 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
17 Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for
18 failure to pay minimum wages; (3) all claims for failure to provide meal periods, or compensation
19 in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu
20 thereof (5) all claims for the failure to pay wages due upon termination or resignation; (6) all
21 claims for non-compliant wage statements; (7) all claims for failure to timely pay wages during
22 employment; (8) all claims for failure to reimburse business expenses; (9) all claims for violations
23 of Labor Code § 227.3 and (10) all claims asserted through California Business & Professions
24 Code §§ 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative
25 Complaint.

26 5.3. Participating Class Members do not release any other claims, including claims for vested
27 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
28 unemployment insurance, disability, social security, workers' compensation, or claims based on

facts occurring outside the Class Period.

5.4. Release of PAGA Claims: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendants will 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.

6.2. Plaintiff’s Responsibilities. Plaintiff 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* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to

1 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
2 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), PAGA Action
3 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
4 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
5 Members and the Administrator.

6 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
7 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
8 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
9 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
10 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
11 Administrator.

12 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
13 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
14 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
15 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
16 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
17 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
18 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
19 Court's concerns.

20 7. SETTLEMENT ADMINISTRATION

21 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
22 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
23 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
24 payment of Administration Expenses. The Parties and their Counsel represent that they have no
25 interest or relationship, financial or otherwise, with the Administrator other than a professional
26 relationship arising out of prior experiences administering settlements.

27 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
28 Identification Number for purposes of calculating payroll tax withholdings and providing reports

state and federal tax authorities.

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

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify 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. No later than three (3) business days after receipt of the Class Data, the Administrator shall email Class Counsel and Defense Counsel jointly and inform them of the number of Workweeks and if the number of Workweeks exceeds 10,767.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks

1 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
2 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
3 notice is re-mailed. The Administrator will inform the Class Member of the extended
4 deadline with the re-mailed Class Notice.

5 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
6 discovers any persons who believe they should have been included in the Class Data
7 and should have received Class Notice, the Parties will expeditiously meet and confer,
8 and in good faith, in an effort to agree on whether to include them as Class Members.
9 If the Parties agree, such persons will be Class Members entitled to the same rights as
10 other Class Members, and the Administrator will send, via email or overnight delivery,
11 a Class Notice requiring them to exercise options under this Agreement not later than
12 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
13 ever are later.

14 7.5. Requests for Exclusion (Opt-Outs).

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

23 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
24 fails to contain all the information specified in the Class Notice. The Administrator
25 shall accept any Request for Exclusion as valid if the Administrator can reasonably
26 ascertain the identity of the person as a Class Member and the Class Member's desire
27 to be excluded. The Administrator's determination shall be final and not appealable or
28 otherwise susceptible to challenge. If the Administrator has reason to question the

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

4 7.5.3. Every Class Member who does not submit a timely and valid Request for
5 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
6 to all benefits and bound by all terms and conditions of the Settlement, including the
7 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
8 regardless whether the Participating Class Member actually receives the Class Notice or
9 objects to the Settlement.

10 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
11 Non-Participating Class Member and shall not receive an Individual Class Payment or
12 have the right to object to the class action components of the Settlement. Because future
13 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
14 Participating Class Members who are Aggrieved Employees are deemed to release the
15 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
16 PAGA Payment.

17 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
18 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
19 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
20 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
21 the allocation by communicating with the Administrator via mail. The Administrator must
22 encourage the challenging Class Member to submit supporting documentation. In the absence
23 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
24 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
25 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
26 Periods shall be final and not appealable or otherwise susceptible to challenge. The
27 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
28 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination

the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Award.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. The Participating Class Member's written objection should include the objector's name, the last four digits of their Social Security Number, address, email address or telephone number, and a statement of whether the objector plans to appear at the Final Approval Hearing, along with whatever legal authority, if any, the objector asserts in support of their objections. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

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

an email address and a toll-free telephone number to receive Class Member calls and emails.

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

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

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

7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its

1 due diligence and compliance with all of its obligations under this Agreement, including,
2 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
3 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
4 Requests for Exclusion from Settlement it received (both valid or invalid), the number
5 of written objections and attach the Exclusion List. The Administrator will supplement
6 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
7 responsible for filing the Administrator's declaration(s) in Court.

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

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

17 Based on its records, the Defendant estimates that, as of the date of this Settlement
18 Agreement, (1) there are 331 Class Members and 9,788 Total Workweeks during the Class Period
19 and (2) there are 100 Aggrieved Employees who worked 1,804 Pay Periods during the PAGA
20 Period.

21 8.1 Increase in Workweeks. The Defendant represents that there are no more than 9,788
22 Workweeks worked during the Class Period. In the event the number of Workweeks worked
23 increases in excess of 10,767 Workweeks, representing the currently understood total of 9,788
24 Workweeks + an additional 979 Workweeks representing a 10% increase, Defendant shall, at its
25 option, either (a) increase the GSA on a pro-rata basis equal to the percentage increase in the
26 number of workweeks worked by the Class Members above 10%. For example, if the number of
27 workweeks increase by 11% through the Class Release Period, then the GSA shall increase by
28 1%; or (b) cap the Class Period as of the date the number of Workweeks reaches 9,788. If this

provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented. Defendant shall notify Class Counsel of their election within five (5) days of when the Settlement Administrator informs the Parties that the number of Workweeks during the Class Period has exceeded 10,767 Workweeks. Otherwise, Defendants' election to cut off the Class Period at 9,788 workweeks is forfeited and the Gross Settlement Amount will be automatically increased.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. Further, in the event Defendant withdraws, Plaintiff will be permitted to separately refile the PAGA Action without prejudice and the filing shall relate back to the original filing date of the PAGA Action

10. MOTION FOR FINAL APPROVAL

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, 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

1 by a Participating Class Member, including the right to file responsive documents in Court no
2 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
3 accepted by the Court.

4 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
5 Approval on any material change to the Settlement (including, but not limited to, the scope of
6 release to be granted by Class Members), the Parties will expeditiously work together in good
7 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
8 Approval. The Court's decision to award less than the amounts requested for the Class
9 Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses
10 Payment, and Administrator Expenses Payment shall not constitute a material modification to
11 the Agreement within the meaning of this paragraph.

12 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
13 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
14 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
15 and (iii) addressing such post-Judgment matters as are permitted by law.

16 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
17 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
18 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
19 respective counsel, and all Participating Class Members who did not object to the Settlement as
20 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
21 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
22 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
23 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
24 Parties' obligations to perform under this Agreement will be suspended until such time as the
25 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
26 the amount of the Net Settlement Amount.

27 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
28 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 Award 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

10.1 If any amended judgment is required under the Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit 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 Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action 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 Action, and Plaintiff reserves 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 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, the Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

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

16 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
17 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
18 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
19 ability to communicate with Class Members in accordance with Class Counsel's ethical
20 obligations owed to Class Members.

21 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
22 together with its attached exhibits shall constitute the entire agreement between the Parties
23 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
24 inducements made to or by any Party.

25 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
28 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 a mediator 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 Plaintiff, Class Counsel, the Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

1 regard to conflict of law principles.

2 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
3 this Agreement. This Agreement will not be construed against any Party on the basis that the
4 Party was the drafter or participated in the drafting

5 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
6 during Action and in this Agreement relating to the confidentiality of information shall survive
7 the execution of this Agreement

8 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
9 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
10 the Defendant in connection with the mediation, other settlement negotiations, or in connection
11 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
12 may not be used in any way that violates any existing contractual agreement, statute, or rule of
13 court. Not later than 60 days after the date when the Court discharges the Administrator's
14 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
15 shall destroy, all paper and electronic versions of Class Data received from Defendant unless,
16 prior to the Court's discharge of the Administrator's obligation, Defendant makes a written
17 request to Class Counsel for the return, rather than the destructions, of Class Data.

18 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
21 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 12.17. Notice. All notices, demands or other communications between the Parties in connection
25 with this Agreement will be in writing and deemed to have been duly given as of the third
26 business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 ///

To Plaintiff:

David D. Bibiyan, Esq.
Vedang J. Patel, Esq.
Megan Lazar Esq.
Bibyan Law Group, P.C.
1460 Westwood Blvd.
Los Angeles, CA 90024
david@tomorrowlaw.com
vedang@tomorrowlaw.com
megan@tomorrowlaw.com

To Defendant:

Brian Bertossa, Esq.
Alexis Gabrielson, Esq.
2407 J Street, Second Floor
Sacramento, CA 95816
bbertossa@cookbrown.com
agabrielson@cookbrown.com

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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

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1 **IT IS SO AGREED:**

2 *Mark Trevino*

3 Plaintiff, MARK TREVINO

For Defendant, TWO RIVERS
DEMOLITION, INC.

6 **AGREED AS TO FORM ONLY:**

7 *David Bibiyan*

8 David D. Bibiyan
9 Vedang J. Patel
10 Counsel for Plaintiff

Brian D. Bertossa
Alexis M. Gabrielson
Counsel for Defendant

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IT IS SO AGREED:

Plaintiff, MARK TREVINO


For Defendant, TWO RIVERS
DEMOLITION, INC.

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff


Brian D. Bertossa
Alexis M. Gabrielson
Counsel for Defendant