PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between: **(1)** Plaintiffs Gerson Alburez and Marcos Galvan Martinez ("Plaintiffs"), individually and in their representative capacities as private attorneys general on behalf of the State of California; and **(2)** Defendant E.E. Hall, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."[1]

1. DEFINITIONS

1.1. "Actions" means the Plaintiffs' PAGA lawsuit against Defendant captioned as *Gerson Alburez v. E.E. Hall, Inc.*, case number BCV-22-101183, initiated on May 13, 2022, and pending in the Superior Court of the State of California for the County of Kern ("*Alburez* Action"); and *Marcos Galvan Martinez v. E.E. Hall, Inc., et al.*, case number BCV-23-101468, initiated on May 10, 2023, and pending in the Superior Court of the State of California for the County of Kern ("*Martinez* Action"). The Parties agree that approval of this Agreement will be sought in the *Alburez* Action, as the earlier-filed of the two Actions.

1.2. "Administrator" means the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties agree that CPT Group, Inc., Phoenix Settlement Administrators, Simpluris, Inc., and Apex Class Action, LLC are mutually agreeable settlement administrators. Counsel for Plaintiff Alburez shall solicit competing bids from each of these companies and the Parties agree that they will select the lowest qualified "not to exceed" bid.

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

1.4. "Agreement" means this Private Attorneys General Act Settlement Agreement, including **Exhibit A** hereto.

1.5. "Aggrieved Employee" means all individuals who, during the PAGA Period, were employed by Defendant in California and classified as a non-exempt employee.

1.6. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession and in its electronic payroll management system, including the Aggrieved Employee's name on file with Defendant, last-known mailing address (if any), Social Security number (if any), and number of PAGA Pay Periods.

1.7. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available

[1] This Agreement is based on the Los Angeles County Superior Court's *[Model] PAGA Settlement Agreement* (LASC CIV 298) ("Model Agreement"), with modifications to reflect the agreement by the Parties and the facts of the case.

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.8. "Approval Order" means the Court's Order Granting Approval of PAGA Settlement.

1.9. "Court" means the Superior Court of the State of California for the County of Kern.

1.10. "Defendant" means the named defendant in the Actions, E.E. Hall, Inc.

1.11. "Defense Counsel" means the attorneys representing Defendant, Ian B. Wieland, Amanda K. Miller, and Michael J. Conway II, of Sagaser, Watkins & Wieland, PC.

1.12. "Effective Date" means the first date on which all of the following have occurred: **(a)** the Court enters a Judgment in the *Alburez* Action, disposing of both Actions; **(b)** Martinez has dismissed the *Martinez* Action with prejudice in accordance with the Judgment, or consolidated it with the *Alburez* Action; **(c)** the Judgment in the *Alburez* Action is final; and, **(d)** a party, or a court, has issued notice of entry of order of the Judgment. The Judgment is considered "final" for these purposes as of the date on which it is no longer appealable or, if an appeal from the Judgment is filed, the date on which the appellate court affirms the Judgment and issues a remittitur. If Judgment is reversed by an appellate court, or the other judgment referenced above is reversed by an appellate court such that judgment is not in favor of Defendant on the PAGA claim(s) asserted therein, then this Settlement shall be null and void.

1.13. "Gross Settlement Amount" means **$750,000.00**, which is the total amount Defendant agrees to pay under the Settlement, subject to (voluntary) at Defendant's election as provided in Paragraph 9 of this Agreement. The Administrator shall use the Gross Settlement Amount to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Service Payment, and the Administrator's Expenses Payment, as approved by the Court.

1.14. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of the Net Settlement Amount payable to each Aggrieved Employee pursuant to Labor Code §2699, subdivision (i) (in effect from June 27, 2016, to June 30, 2024), calculated as provided in Paragraph 4.3.2 through 4.3.2.1 of this Agreement.

1.15. "Judgment" means the judgment entered by the Court in the *Alburez* Action, consistent with this Settlement and the Approval Order. Any Judgment entered by the Court shall specify that the Administrator shall not release any of the payments described herein until the occurrence of the Effective Date, and shall provide that the it may be vacated, with all monies returned to Defendant in the event the Effective Date does not occur.

1.16. "Judgment Date" means the date on which all of the following have occurred: **(a)** the Court enters a Judgment in the *Alburez* Action; and, **(b)** a Party, or the Court, has issued notice of entry of the Judgment.

1.17. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) (in effect from June 27, 2016, to June 30, 2024).

1.18. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (in effect from June 27, 2016, to June 30, 2024).

1.19. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Administrator shall pay the Net Settlement Amount to Aggrieved Employees and the LWDA as specified in Paragraph 4.3 through 4.3.3 of this Agreement.

1.20. "Operative Complaint" means the currently-operative complaints in the Actions.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. "PAGA Counsel" means Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillon of Melmed Law Group P.C., and David D. Bibiyan and Rafael Yedoyan of Bibiyan Law Group P.C., the attorneys representing the Plaintiffs in the Actions.

1.23. "PAGA Counsel Fees Payment" means the amount payable to PAGA Counsel from the Gross Settlement Amount as payment for reasonable attorneys' fees.

1.24. "PAGA Counsel Litigation Expenses Payment" means the amount payable to PAGA Counsel from the Gross Settlement Amount as payment for litigation costs recoverable under applicable law.

1.25. "PAGA Notice" means Plaintiffs' letter(s) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), including but not limited to Plaintiffs' notices issued on or about May 13, 2022, September 8, 2022, and September 8, 2025.

1.26. "PAGA Pay Period" means any pay period of Defendant (i.e., an ordinary, weekly paycheck cycle, measured from Monday to Sunday) during the PAGA Period in which an Aggrieved Employee: (1) worked for Defendant in California for at least one day in a non-exempt capacity; and, (2) earned wages for hours worked and/or sick leave during the pay period. .

1.27. "PAGA Period" means the period from May 13, 2021, through the date the Court signs the Approval Order, unless adjusted at Defendant's election pursuant to Paragraph 9 of this Agreement.

1.28. "PAGA Representative Service Payment" means the amount payable to Plaintiffs for initiating the Actions, providing services in support of the Actions, and as consideration for Plaintiffs' general release of claims in favor of Released Parties.

1.29. "Plaintiffs" means Gerson Alburez and Marcos Galvan Martinez, the named plaintiffs in the Actions.

1.30. "Released PAGA Claims" means the claims being released by Aggrieved Employees, PAGA Counsel, and the State of California (and/or any of its agencies, including but not limited to the LWDA and/or Labor Commissioner), and as described in Paragraph 6 through 6.7 of this Agreement.

1.31. "Released Parties" means, collectively, Defendant; Defendant's present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, managing agents, board members, officers, directors, trustees, employees, agents, insurers, attorneys, or successors and assigns; Defendant's clients (including, but not limited to, Trinitas Farming, LLC, Pomona Farming LP, Pomona Farming GP, LLC); and/or, any other individual or entity to whom liability for claims released by Plaintiffs, or for the Released PAGA Claims, could be assigned, including but not limited to liability established pursuant to Labor Code §§200.3, 558.1, and/or 2810.3, or on a joint-employer, alter-ego, successor, or other similar theory of liability.

1.32. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.33. "Settlement Notice" means the Court-approved notice concerning the settlement of the Actions and corresponding procedures, attached hereto and incorporated by reference as **Exhibit A**, which the Administrator shall mail to Aggrieved Employees along with their Individual PAGA Payment and post on its website along with the Judgment without material variation.

2. RECITALS

2.1. On May 13, 2022, Plaintiff Alburez commenced the *Alburez* Action by filing a complaint alleging causes of action against Defendant for **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; and **(9)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3. That same day, Plaintiff Alburez gave timely written notice to Defendant and the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3, subd. (a).

2.2. On November 2, 2022, Plaintiff Alburez filed a First Amended Complaint alleging causes of action against Defendant for those described in the original Complaint and adding one cause of action for penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698–2699.6).

2.3. On January 18, 2023, Judge Thomas Clark granted Defendant's Motion to Compel Arbitration, dismissing Plaintiff Alburez's class claims and ordered Plaintiff Alburez to arbitrate his alleged individual claims, including his alleged individual PAGA claim, and stayed Plaintiff Alburez's non-individual PAGA claim in Court.

2.4. On March 9, 2023, Plaintiff Alburez submitted his individual claims to JAMS for arbitration. The Defendant and Plaintiff Alburez subsequently agreed to attend private mediation and scheduled mediation with Judge Howard Broadman (Ret.) on September 6, 2023. The mediation was unsuccessful.

2.5. On May 10, 2023, Plaintiff Martinez commenced the *Martinez* Action by filing a complaint alleging a PAGA cause of action against Defendant, Trinitas Farming, LLC, Pomona Farming GP, LLC, and Pomona Farming LP for the same violations alleged in the *Alburez* Action, as well as failing to track and pay recovery period premiums; failing to issue notices in compliance with Labor Code §2810.5; failing to reimburse deposits made by employees during employment; failing to provide paid sick leave and/or COVID-19 sick leave in accordance with applicable law; failing to pay paid time off and/or accrued vacation at the time of separation; failing to provide suitable seating during employment; preventing employees from disclosing the skills, knowledge, and experience they obtained with Defendant; preventing employees from disclosing violations of law or wage information with others, including preventing employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations; preventing employees from engaging in lawful conduct during non-work hours; failing to furnish and use safety devices and safeguards in employment; failing to give sufficient notice to employees of COVID-19 exposure and/or keep records of the same; failing to provide adequate and readily accessible sanitation facilities, regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition, failing to maintain an adequate supply of suitable cleansing agents, water, single-use towels or blowers, and a sufficient number of toilets for employees; requiring employees as a condition of employment to arbitrate their employment disputes; conducting unlawful background checks; unlawfully relying on the salary history information of an applicant as a factor in determining whether to offer employment or what salary to offer. In total, Plaintiff Martinez alleged Labor Code violations for sections 96(k), 98.6, 201, 201.3, 202, 203, 204, 204b, 205, 221, 223, 226, 226.2, 226.7, 227.3, 232, 232.5, 233, 246, 247, 247.5, 248, 248.2, 248.6, 404, 405, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, 2802, 2804, 2810.5, 6401, 6402, 6403, 6409.6, 6432; applicable provisions of the IWC Wage Order(s) implicated by the allegations above as enforceable under Labor Code §1185; and, 8 CCR §§1527, 3366, 3395, 3456, 6457, 8397.4, in addition to any other legal theories that may be applicable based on the facts and theories pled therein.

2.6. On January 12, 2024, the Parties settled Plaintiff Alburez's individual claims and Plaintiff Alburez proceeded with the prosecution of his non-individual PAGA claim in Court.

2.7. On April 21, 2025, the Defendant and Plaintiff Alburez participated in a second all-day mediation presided over by Hon. Mitchel R. Goldberg (Ret.). The mediation was unsuccessful.

2.8. On June 30, 2025, the Defendant and Plaintiff Alburez participated in a third all-day mediation presided over by Hon. Mitchel R. Goldberg (Ret.) which led to this Agreement to settle the Actions.

2.9. On September 8, 2025, Plaintiff Alburez submitted an amended PAGA Notice to the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3, subdivision (a).

2.10. Prior to mediation and/or before execution of this Agreement, Plaintiff Alburez obtained, through both formal and informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risk, such as the operative employee handbook, policies and procedures related to the claims alleged in the Operative Complaint, Plaintiffs' personnel files, payroll and time records, and a sample of time and pay records for the Class Members and Aggrieved Employees. Plaintiff Alburez contends its investigation is 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*"), to the extent deemed applicable to this Agreement and the settlement of PAGA claims, generally.

2.11. The Parties intend the Judgment to fully resolve the Actions and preclude any other claims or actions for the Released PAGA Claims during the PAGA Period by operation of law.

2.12. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

3. NATURE OF SETTLEMENT

3.1. Non-Admission: 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 Defendant that any of the allegations in the Operative Complaint, or any related case, have or has merit, or that Defendant or Released Parties have any liability for any claims asserted. Nor is this Agreement intended, and should not be construed, as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. 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, including proceedings in any related cases necessary to achieve the Effective Date.

3.2. Agreement Contingent Upon the Occurrence of the Effective Date: If, for any reason, the Effective Date is not achieved, the Parties shall revert to their respective positions before reaching the Settlement. In entering into this Settlement, the Parties intend this Settlement, based on application of principles of res judicata and/or collateral estoppel, to result in a judgment in Defendants' favor on any PAGA claims asserted in related cases, to the extent they involve the claims for the Released PAGA Claims during the PAGA Period. Unless and until the Effective Date, the Administrator shall retain all monies paid by Defendant, such that Defendant can recoup the funds if the Effective Date does not occur.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay **$750,000.00** and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadlines stated in Paragraph 5.3 through 5.3.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant, unless the Effective Date does not occur, in which case the Administrator shall refund the Gross Settlement Amount to Defendant, plus any interest accruing thereon within the Qualified Settlement Fund ("QSF") established by the Administrator.

4.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order and Judgment:

4.2.1. To Plaintiffs: PAGA Representative Service Payment to the Plaintiffs of not more than $10,000.00 for each Plaintiff (in addition to any Individual PAGA Payment the Plaintiffs are entitled to receive as Aggrieved Employees). Defendant will not oppose Plaintiffs' request for a PAGA Representative Service Payment that does not exceed this amount. As part of the application or motion for the approval of the Settlement or as a separate application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Plaintiffs will seek Court approval for any PAGA Representative Service Payment. If the Court approves a PAGA Representative Service Payment less than $10,000.00, it shall not impact this Settlement and the Administrator will retain the remainder in the Net Settlement Amount to be distributed in accordance with this Agreement. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment and agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this payment, including for any costs/fees incurred by Defendant relating to such a dispute or controversy.

4.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $250,000.00 and a PAGA Counsel Litigation Expenses Payment of not more than $50,000.00. The PAGA Counsel Fees Payment shall be split between the firms of PAGA Counsel as follows: **(1)** 75% to Melmed Law Group P.C. (i.e., $187,500.00), and **(2)** 25% to Bibiyan Law Group P.C. (i.e., $62,500). The PAGA Counsel Litigation Expenses Payment shall be split between the firms of PAGA Counsel according to the expenses they have incurred in the Actions. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for approval of the Settlement or as a separate application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Plaintiffs and/or PAGA Counsel will seek Court approval for any PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment of less than $250,000.00 and/or a PAGA Counsel Litigation Expenses Payment of less than $50,000.00, it shall not impact this Settlement and the Administrator will allocate the remainder to the Net Settlement Amount to be distributed in accordance with this Agreement.

Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this payment, including for any costs/fees incurred by Defendant relating to such a dispute or controversy.

4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed the Administrator's "not to exceed" bid except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than the Administrator's "not to exceed" bid, the Administrator will retain the remainder in the Net Settlement Amount to be distributed in accordance with this Agreement.

4.3. Payments from the Net Settlement Amount. Once the Net Settlement Amount is established after allocating for the payments described above in Paragraphs 4.2 through 4.2.3, the Administrator shall make the following payments from the Net Settlement Amount, in the amounts specified by the Court in the Approval Order and Judgment:

4.3.1. The Administrator shall pay 75-percent of the Net Settlement Amount to the LWDA, in accordance with Labor Code §2699, subdivision (i) (in effect from June 27, 2016, to June 30, 2024).

4.3.2. The Administrator shall pay the remaining 25-percent of the Net Settlement Amount to Aggrieved Employees, in accordance with Labor Code §2699, subdivision (i) (in effect from June 27, 2016, to June 30, 2024), as Individual PAGA Payments.

4.3.2.1. Individual PAGA Payments shall be calculated by first dividing the total amount payable to Aggrieved Employees by the total number of PAGA Pay Periods, then by multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods, as listed in the Aggrieved Employee Data.

4.3.3. Tax Reporting of the LWDA PAGA Payment and Individual PAGA Payments. The Administrator shall not withhold any sum from the LWDA PAGA Payment or the Individual PAGA Payments and shall report the payments using IRS Form 1099. The LWDA shall assume full responsibility and liability for taxes owed on the LWDA PAGA Payment and Aggrieved Employees shall assume full responsibility and liability for taxes owed on the Individual PAGA Payments.

5. SETTLEMENT FUNDING AND PAYMENTS

5.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 35,000 Aggrieved Employees who worked a total of 350,000 of PAGA Pay Periods.

5.2. Aggrieved Employee Data. Within 60 days of the Judgment Date, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. The Parties anticipate a small group of Aggrieved Employees with missing social security numbers and, as to those Aggrieved Employees, the Administrator shall not issue their payment until that Aggrieved Employee contacts the Administrator and provides the Administrator with his/her social security number. If not done by the check cashing deadline described herein, the Administrator shall treat the money as residual funds and process in accordance with the procedures set forth in this Agreement.

5.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator according to the following schedule:

5.3.1. On or before the Effective Date, Defendant shall deposit $120,000 with the Administrator.

5.3.2. On or before September 30, 2026, Defendant shall deposit $336,000 with the Administrator.

5.3.3. On or before April 30, 2027, Defendant shall deposit the remaining $294,000 with the Administrator.

5.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after (a) Defendant fully funds the Gross Settlement Amount, (b) occurrence of the Effective Date, and (c) notice of the Effective Date given to the Administrator by the Parties, or either Party, the Administrator shall issue all payments described in Paragraph 4 through 4.3.3 of this Agreement. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments and/or the LWDA PAGA Payment.

5.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing and not more than 200 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

5.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Farmworker Foundation.

5.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions, supplemental regular rate calculations, bonuses, or the like) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS

6.1. Date for Enforcement of Releases. The releases described in this Agreement shall take effect upon the Judgment Date. As of the Judgment Date, Defendants and Released Parties shall have the right to enforce the releases contained in this Agreement against Plaintiffs, Aggrieved Employees, and the State of California (or any of its agencies, including but not limited to the LWDA and/or Labor Commissioner). Based on the Judgment, Defendant shall, as necessary, have the ability to seek dismissal of the matter entitled *Marcos Galvan Martinez v. E.E. Hall, Inc. et al.*, Kern County Superior Court Case No. BCV-23-101468, and any PAGA allegations in any other overlapping matter, and the Parties intend that any related matters, to the extent asserting overlapping PAGA claims (including the related matters identified in this Agreement), shall be foreclosed by the Judgment in the Actions. If the Effective Date does not occur, the Parties shall jointly stipulate to vacating the Judgment, and this Agreement and the corresponding Settlement shall be null and void, and the releases described herein shall be without any legal effect.

6.2. Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred through the date of Plaintiff's execution of this Agreement ("Plaintiffs' General Release"). Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after Plaintiffs' execution of this Agreement. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.2.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes 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."

6.3. Release by Aggrieved Employees: As of the Judgment Date, all Aggrieved Employees, the State of California (including any and all officers or agencies thereof, including the LWDA and/or the Labor Commissioner), and any other person or entity entitled by law to pursue Released PAGA Claims, shall release the Released Parties of all claims that Plaintiff alleged, or could have alleged under or pursuant to PAGA, by reason of or in connection with any matter or fact set forth in the Operative Complaint or the PAGA Notice, and which arose or existed during the PAGA Period ("Released PAGA Claims"). Released PAGA Claims shall include all remedies recoverable for the foregoing, including, as recoverable under PAGA, compensatory, consequential, incidental, liquidated, punitive, or other damages; penalties (whether statutory and/or civil); restitution; interest; costs; attorneys' fees; and injunctive or other equitable relief. Aggrieved Employees shall be bound by this release regardless of whether they receive and/or negotiate their Individual PAGA Payment, so long as the procedures detailed in this Settlement are followed.

6.4. Illustration of Released PAGA Claims: Without limiting the foregoing, Released PAGA Claims shall include all claims assertable under PAGA:

6.4.1. Relating to unpaid overtime (including doubletime), including overtime due on account of exceeding daily, weekly, or seventh-day overtime rules, and including, but not limited to, unpaid overtime due as a result of any off-the-clock work performed (for example, but not limited to, off-the-clock work in the form of pre-shift work conducted prior to clocking-in or post-shift work conducted after clocking-out, or work otherwise not recorded on timekeeping systems or devices; off-the-clock work in the form of waiting in line to clock in for the day or from lunch, or for health screenings and security screenings; off-the-clock work in the form of working during meal periods; off-the-clock work in the form of uncompensated rest and/or recovery periods; off-the-clock donning and doffing work, including hairnets, uniforms, and other work gear and/or safety equipment; off-the-clock work in the form of drive, travel – including offsite travel and travel to work stations, or meeting time, off-the-clock phone calls regarding work; and/or, off-the-clock work in the form of mandatory handwashing); unpaid overtime due as a result of the failure to accurately calculate the regular rate of pay (for example, but not limited to, failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards, and other forms of remuneration into the regular rate of pay); unpaid overtime due as a result of unlawful rounding of time or other forms of time record manipulation; unpaid overtime due as a result paying overtime worked at the base rate of pay; and/or, unpaid overtime due as a result of improperly auto-deducting meal, rest, and/or recovery periods from working time.

6.4.2. Relating to unpaid minimum or straight time wages, including, but not limited to, unpaid minimum or straight time wages due as a result of any off-the-clock work performed (for example, but not limited to, off-the-clock work in the form of pre-shift work conducted prior to clocking-in or post-shift work conducted after clocking-out, or work otherwise not recorded on timekeeping systems or devices; off-the-clock work in the form of waiting in line to clock in for the day or from lunch, or for health screenings and security screenings; off-the-clock work in the form of working during meal periods; off-the-clock work in the form of uncompensated rest and/or periods; off-the-clock donning and doffing work, including hairnets, uniforms, and other work gear and/or safety equipment; off-the-clock work in the form of drive, travel – including offsite travel and travel to work stations, or meeting time, off-the-clock phone calls regarding work; and/or, off-the-clock work in the form of mandatory handwashing); unpaid minimum and/or straight time wages due as a result of unlawful rounding of time or other forms of time record manipulation; unpaid minimum and/or straight time wages due as a result of failing to pay split shift premiums; and, unpaid minimum and/or straight time wages due as a result of failing to pay reporting time pay, or relatedly, failing to accurately pay split shift premiums and/or reporting time pay due as a result of the failure to accurately calculate the regular rate of pay (for example, but not limited to, failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards, and other forms of remuneration into the regular rate of pay); unpaid minimum or straight time wages due as a result of improperly auto-deducting meal, rest, and/or periods from working time; and/or unpaid nonproduct or rest and recovery time.

6.4.3. Relating to the failure to provide legally compliant meal periods, including, but not limited to, by reason of interrupting meal periods; not providing timely meal periods; not providing meal periods at all, or in sufficient number dependent upon the number of hours worked by Aggrieved Employees; requiring Aggrieved Employees to bundle meal periods with rest and/or recovery periods; not providing meal periods of at least 30-minutes of net meal time; and/or, retaining control of Aggrieved Employees, or otherwise requiring that they remain on-duty during meal periods, such as by requiring that they remain on the premises or carry and respond to mobile devices (e.g., telephones, radios, or walkie-talkies) during meal periods; or, auto-deducting meal periods.

6.4.4. Relating to the failure to pay meal period premiums, including, but not limited to, when due to Aggrieved Employees in all instances required by law, including those instances described in Paragraph 6.4.3; and/or, in the correct amount as a result of the failure to accurately calculate the regular rate of pay (for example, but not limited to, failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards, and other forms of remuneration into the regular rate of pay).

6.4.5. Relating to the failure to provide legally compliant rest periods, including, but not limited to, by reason of interrupting rest periods; not providing timely rest periods; not providing rest periods at all, or in sufficient number dependent upon the number of hours worked by Aggrieved Employees; requiring Aggrieved Employees to bundle rest periods with meal and/or recovery periods; not providing rest periods of at least 10-minutes of net rest time; and/or, retaining control of Aggrieved Employees, or otherwise requiring that they remain on-duty during rest periods, such as by requiring that they remain on the premises or carry and respond to mobile devices (e.g., telephones, radios, or walkie-talkies) during rest periods; or, auto-deducting rest periods.

6.4.6. Relating to the failure to pay rest period premiums, including, but not limited to, when due to Aggrieved Employees in all instances required by law, including those instances described in Paragraph 6.4.5; and/or, in the correct amount as a result of the failure to accurately calculate the regular rate of pay (for example, but not limited to, failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards, and other forms of remuneration into the regular rate of pay).

6.4.7. Relating to the failure to provide legally compliant recovery periods, including, but not limited to, by reason of interrupting recovery periods; not providing timely recovery periods; not providing recovery periods at all, or in sufficient number dependent upon the number of hours worked by Aggrieved Employees; requiring Aggrieved Employees to bundle recovery periods with meal and/or rest periods; not providing recovery periods of sufficient length; retaining control of Aggrieved Employees, or otherwise requiring that they remain on-duty during recovery periods, such as by requiring that they remain on the premises or carry and respond to mobile devices (e.g., telephones, radios, or walkie-talkies) during recovery periods; auto-deducting recovery periods; and/or by failing to permit, or preventing, Aggrieved Employees from taking recovery periods under the conditions provided in 8 C.C.R. §3395.

6.4.8. Relating to the failure to pay recovery period premiums, including, but not limited to, when due to Aggrieved Employees in all instances required by law, including those instances described in Paragraph 6.4.7; and/or, in the correct amount as a result of the failure to accurately calculate the regular rate of pay (for example, but not limited to, failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards, and other forms of remuneration into the regular rate of pay).

6.4.9. Relating to the failure to provide sick leave or COVID-19 sick leave, whether at all, in sufficient amounts, upon oral or written request by Aggrieved Employees, for all reasons for which Aggrieved Employees could take the leave, and/or at the correct rate of pay due, in part, due to the failure to accurately calculate the regular rate of pay (for example, but not limited to, failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards, and other forms of remuneration into the regular rate of pay).

6.4.10. Relating to the failure to keep, whether at all or accurately, records required under Labor Code sections 226, 432, 1174, and 1198.5, or the applicable IWC Wage Order(s), and/or failing to provide the records to Aggrieved Employees upon their request, either at all, or in a timely and complete manner.

6.4.11. Relating to the failure to keep and/or furnish to Aggrieved Employees accurate, itemized wage statement, whether as a result of the violations described in Paragraph

6.4.1 through 6.4.9, or for any other reason, including, but not limited to, due to the failure to list accurate in each wage statement the gross wages earned, total hours worked, net wages earned, all deductions, all applicable hourly rates in effect during the applicable pay period and the corresponding number of hours worked at each hourly rate, applicable piece rates in effect during the applicable pay period and the corresponding number of pieces earned, the legal name and address of the legal entity that is the employer, the legal name and address of the entity securing the services of Defendant, the total hours of compensable rest and recovery periods, the total hours of nonproductive time, and/or information required by law regarding sick leave of COVID-19 supplemental sick leave.

6.4.12. Relating to the failure to pay all wages owed to Aggrieved Employees at the time of separation, whether as a result of the violations described in Paragraph 6.4.1 through 6.4.9, or for any other reason, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner upon separation, such as the date of a layoff in cases of seasonal layoffs.

6.4.13. Relating to the failure to pay all wages owed to Aggrieved Employees during employment, whether as a result of the violations described in Paragraph 6.4.1 through 6.4.9, or for any other reason, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner, including within the time frames specified in Labor Code sections 201.3, 204, 204b, 205, and/or 205.5, as applicable.

6.4.14. Relating to the failure to pay all accrued and unused vacation wages owed to Aggrieved Employees at the time of separation, including, but not limited, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner at the time of separation.

6.4.15. Relating to the failure to provide a notice, at the time of hire, in compliance with Labor Code section 2810.5, including, but not limited to, as the result of the failure to provide any such notice, or the failure to provide such a notice at the time of hire or re-hire, or the failure to provide such a notice in the language normally used to communicate, or the failure to provide such a notice that included all information required by law, such as the rate or rates of pay and basis thereof, including overtime rates, allowances, if any, claimed as part of the minimum wage, the regular payday, the name of the employer and any DBAs used, the telephone number of the employer, information (name, address, and telephone number) of the employer's worker's compensation carrier, information concerning sick leave (including the right to accrue and use sick leave, the right to request use of accrued sick leave, the right to be free of retaliation for using or requesting to use sick leave, and the right to file complaints for retaliation), the existence of a disaster declaration applicable to the county of employment as required, and/or other information deemed material and necessary by the California Labor Commissioner.

6.4.16. Relating to the failure to reimburse necessary business expenses incurred by Aggrieved Employees in compliance with Labor Code section 2802, including, but not limited to, as the result of the failure to reimburse, in whole or in part, Aggrieved Employees for expenses such as use of a personal vehicle (including mileage, gas, and wear and tear), purchasing uniforms, providing uniform and other deposits, separately laundering uniforms or work clothing, for the purchase of tools and safety equipment, for the purchase of cellphone, computers, and/or internet plans associated with operating the same.

6.4.17. Relating to the failure to reimburse deposits made by Aggrieved Employees, including, but not limited to, uniform deposits, either at all, in full together with all interest accrued thereon, and/or in a timely manner at the time of separation.

6.4.18. Relating to the failure to provide suitable seats to Aggrieved Employees, including, but not limited to, as a result of the failure to provide seats at all, the failure to provide an adequate number of seats, the failure to provide such seats in reasonable proximity to the work area, and/or the failure to allow Aggrieved Employees the ability to use the seats provided.

6.4.19. Relating to the imposition of unlawful prohibitions on Aggrieved Employees relating to their disclosure of the skills, knowledge, and/or experience obtained from Defendant, including, but not limited to, as the result of prohibitions on the disclosure of matters pertaining to their wages, identities of coworkers, or other working conditions, and/or as the result of prohibitions on the disclosure of violations of applicable law to which Aggrieved Employees, in good faith, believed violated applicable law, such as certain wage and hour violations.

6.4.20. Relating to the imposition of unlawful restrictions on Aggrieved Employees pertaining to their engagement in lawful conduct during non-work hours.

6.4.21. Relating to the failure to furnish and use appropriate safety devices and safeguards in employment that were reasonably adequate to render employment of Aggrieved Employees safe and healthful, including, but not limited to, as the result of the failure to provide safety devices, safeguards, and safety equipment (such as adequate PPE for spraying, or similar equipment, failing to disinfect time clocks or other frequently contacted surfaces, and failing to adhere to required, or recommended, social distancing guidelines in the workplace).

6.4.22. Relating to the failure to give appropriate notice to Aggrieved Employees of COVID-19 exposure in compliance with law, including, but not limited to, the failure to provide a notice including all information required by Labor Code section 6409.6 (including, but not limited to, the dates on which an Aggrieved Employee, or employee of a subcontracted employer, with a confirmed case of COVID-19 was on the worksite premises within the infectious period; the location of the exposures; contact information for employees to receive information regarding COVID-19 related benefits (including, but not limited to, workers' compensation, COVID-19 related leaves, sick leave, state-mandated leave, supplemental sick leave, negotiated leave provisions, and antiretaliation and/or antidiscrimination protections); and, contact information for employees to receive the cleaning and disinfection plan implemented by the employer), the failure to provide the notice within one business day, the failure to maintain the notice for 15 business days, the failure to post the notice on a portal when it was the employer's notice to do so, the failure to post the required notice in both English and the language understood by Aggrieved Employees, the failure to keep a log of all dates such notice(s) were posted or otherwise given, the failure to provide written notice to the exclusive representative, if any, of Aggrieved Employees of confirmed cases of COVID-19 and of employees who had close contact with the confirmed cases of COVID-19 at all, or in a timely manner, and/or the failure to notify, either at all or in a timely manner, the applicable local public health agency of the names, number, occupation, and worksite employees constituting "qualified individuals" or "qualifying individual" to the State Department of Public Health in cases of a COVID-19 outbreak.

6.4.23. Relating to the failure to provide adequate washing facilities, lavatories (including toilets), and/or potable water (including fresh, pure, and suitably cool water), including, but not limited to, as the result of the failure to provide such facilities at all or in sufficient number, the failure to provide such materials or facilities in places reasonably accessible to Aggrieved Employees, the failure to regularly service, clean, and supply each facility, and the failure to schedule such servicing, cleanings, and supplies, the failure to maintain such facilities in a clean, sanitary, and serviceable condition, the failure to provide adequate supplies of suitable cleansing agents, running water (to other appropriate water), single-use towels, or blowers, and/or, the failure to provide sufficient cups or fountains for Aggrieved Employees to access potable water.

6.4.24. Relating to Defendant requiring, as a condition of employment, that Aggrieved Employees sign arbitration agreements and/or otherwise requiring Aggrieved Employees to waive rights, whether substantive or procedural, for violations of the California Fair Employment and Housing Act ("FEHA") and California Labor Code.

6.4.25. Relating to Defendant subjecting Aggrieved Employees to unlawful background checks, including, but not limited to, as the result of requiring Aggrieved Employees to disclose, and by inquiring into, the criminal history (including juvenile matters) of Aggrieved Employees prior to making a condition offer of employment, and/or by impermissibly considering, distributing, and/or disseminating information concerning non-conviction, juvenile arrests/detentions, information concerning diversion programs, and dismissed convictions when considering and/or taking employment actions.

6.4.26. Relating to Defendant unlawfully relying on Aggrieved Employees' salary history when making hiring decisions, by unlawfully seeking such information from Aggrieved Employees who applied to work, and/or by failing to provide the pay scale to Aggrieved Employees.

6.4.27. For violations of, or for penalties pursuant to, California Labor Code sections 96k, 98.6, 201, 201.3, 202, 2023, 204, 204b, 205, 221, 223, 226, 226.2, 226.7, 227.3, 232, 232.5, 233, 246, 247, 247.5, 248, 248.2, 248.6, 404, 405, 432, 532.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 1102.5, 1174, 1182.12, 1197, 1197.5, 1198, 1198.5, 2800, 2802, 2810.5, 6401, 6402, 6403, 6409.6, 6432; applicable provisions of the IWC Wage Order(s) implicated by the allegations above; and, 8 CCR sections 1527, 3366, 3395, 6457, and/or 8397.4; including any and all default civil penalties provided for in California Labor Code Section 2699, subd. (f), associated with any of the foregoing.

6.5. Construction. The Parties intend that this release be construed as broadly as possible, in favor of releasing claims. However, "Released PAGA Claims" shall not be construed as releasing claims for matters not assertable under PAGA, for wrongful termination, violations of the California Fair Employment and Housing Act ("FEHA") or similar federal statutes (such as claims for discrimination, harassment, and/or retaliation), and/or claims for unemployment insurance, disability, or workers' compensation insurance.

6.6. Resolution of Good Faith Dispute. The Parties warrant and represent that payment made by Defendant pursuant to this Agreement and Settlement is in addition to any undisputed wages owed to Aggrieved Employees.

6.7. Release by PAGA Counsel: PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorneys' fees and costs incurred in connection with pursuing the Actions.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

7.1. Plaintiffs' Responsibilities. Plaintiff Alburez shall prepare and file an application or motion for approval of this Settlement. Plaintiff Alburez will prepare and deliver to Defense Counsel, at least 14 days prior to the hearing on the application or motion, all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including **(i)** a draft of the notice, memorandum in support, and declarations in support of the application or motion; **(ii)** a draft proposed Order Granting Approval of PAGA Settlement and a draft Judgment; **(iii)** a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; **(iv)** a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)), to the extent separate from the materials described above; and, **(v)** all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

7.2. Responsibilities of PAGA Counsel. Plaintiff Alburez is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff Alburez is responsible for delivering the Court's Approval Order to the Administrator. The Parties are jointly responsible for notifying the Administrator of the Effective Date.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the

Agreement and otherwise satisfy the Court's concerns. However, no Party shall be obligated to consent to any material change (including but not limited to changes to the Gross Settlement Amount, the releases set forth herein, or the Administrator holding funds until the occurrence of the Effective Date) in the Agreement, whether or not such material change is caused or requested by the Court. A change to Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment shall not constitute a "material change" for these purposes. The Parties shall have the continuing obligation to seek preliminary approval of the settlement consistent with the terms set forth herein, until the Judgment Date occurs. Such obligation shall only cease upon the written consent of all Parties.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties will jointly selected a qualified settlement administration company (as defined in paragraph 1.2.) to serve as the Administrator and will verify that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. The Administrator shall ensure that the QSF earns market-rate interest as it is funded by Defendant, through the Effective Date, and such interest shall be proportionally split amongst PAGA Counsel, Aggrieved Employees, and the LWDA according to amounts awarded to each of them by the Court in its Approval Order and the Judgment.

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

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are approximately 35,000 Aggrieved Employees who worked approximately 350,000 PAGA Pay Periods during the PAGA Period. If the number of PAGA Pay Periods during the PAGA Period is greater than 5% above that estimated by Defendant, then Defendant shall have the option to either: **(1)** increase the Gross Settlement Amount proportionately for each additional Pay Period worked above the 5% buffer, or **(2)** shorten the PAGA Period to bring the number of Pay Periods below the 5% buffer. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the Class Counsel Fees Payment will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

10. CONTINUING JURISDICTION OF THE COURT

10.1. 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.

10.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount. Notwithstanding the foregoing, the Parties agree that, in the event the Effective Date is not achieved, the Judgment will be vacated and the Parties shall return to their respective positions in the litigation.

11. ADDITIONAL PROVISIONS

11.1. 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.

11.2. 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 Hon. Mitchell Goldberg (Ret.) and/or the Court for resolution.

11.3. 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.

11.4. No Tax Advice. Neither Plaintiffs, PAGA Counsel, 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.

11.5. 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.

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

11.7. 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.

11.8. 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.

11.9. 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.

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

11.11. 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.

11.12. 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.

11.13. 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:

Melmed Law Group P.C.
Jonathan Melmed
jm@melmedlaw.com
Kyle D. Smith
ks@melmedlaw.com
Jaqueline Antillon
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David D. Bibiyan
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Rafael Yedoyan
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8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211

To Defendant:

Sagaser, Watkins & Wieland P.C.
Ian B. Wieland
ian@sw2law.com
Amanda K. Miller
amanda@sw2law.com
Michael J. Conway II
mikec@sw2law.com
5260 N. Palm Ave., Ste. 400, Fresno, CA 93704

11.14. 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.

11.15. 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.

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFFS:

Dated: 3/4/2026

Signed by:
40D890BDA53F465...
Gerson Alburez
Plaintiff and Private Attorney General

Dated: ____________________

Marcos Galvan Martinez
Plaintiff and Private Attorney General

944269.1-015876.00008

Los Angeles, California 90067

Bibiyan Law Group, P.C.
David D. Bibiyan
david@tomorrowlaw.com
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8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211

To Defendant:

Sagaser, Watkins & Wieland P.C.
Ian B. Wieland
ian@sw2law.com
Amanda K. Miller
amanda@sw2law.com
Michael J. Conway II
mikec@sw2law.com
5260 N. Palm Ave., Ste. 400, Fresno, CA 93704

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APPROVAL AND EXECUTION BY PARTIES

PLAINTIFFS:

Dated: ____________________

____
Gerson Alburez
Plaintiff and Private Attorney General

Dated: 27/02/2026

Marcos Galvan Martinez
Marcos Galvan Martinez
Plaintiff and Private Attorney General

DEFENDANT:

Dated: 2/26/26

E.E. Hall, Inc.

Earl Hall

By: Earl Hall

Title: Pres

APPROVED AS TO FORM BY COUNSEL

PAGA COUNSEL:

Dated: 3/4/2026

Melmed Law Group P.C.

Kyle D. Smith
Attorneys for Plaintiff Alburez

PAGA COUNSEL:

Dated: 02/27/2026

Bibiyan Law Group P.C.

Rafael Yedoyan

Rafael Yedoyan
Attorneys for Plaintiff Martinez

DEFENSE COUNSEL:

Dated: February 26, 2026

Sagaser, Watkins & Wieland PC

____

Ian B. Wieland
Amanda K. Miller
Michael J. Conway II
Attorneys for Defendant