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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

MARY MOYSES, individually, and on
behalf of other members of the general
public similarly situated, and CINDI
GARCIA, individually, and on behalf of
other members of the general public
similarly situated,

Plaintiffs,

v.

PELTON-SHEPHERD INDUSTRIES,
INC., a Nevada corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2025-0001410
Consolidated with Case No: STK-CV-UOE-
2025-0004802

*[Assigned for all purposes to Honorable Jayne
Lee, Department. 10C]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: April 3, 2025
Trial date: Not Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Mary Moyses and Cindi Garcia (collectively, “Plaintiffs”) and Pelton-Shepherd
3 Industries, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiffs’ consolidated lawsuits alleging class action wage and hour
7 violations against Defendant captioned *Moyses, et al. v. Pelton-Shepherd Industries, Inc.*, San
8 Joaquin Superior Court Case No(s). STK-CV-UOE-2025-0001410 and STK-CV-UOE-2025-
9 0004802.

10 1.2 “Administrator” means APEX, the neutral entity the Parties have agreed to appoint to
11 administer the Settlement.

12 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
13 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
15 Approval of the Settlement.

16 1.4 “Aggrieved Employee” means all persons who have been employed by Defendant in
17 California as an hourly-paid or non-exempt employees at any point during the PAGA Period, as
18 more fully defined in Labor Code section 2775, *et seq.*, including current and former employees
19 (“Aggrieved Employee(s)").

20 1.5 “Class” means all persons who were employed by Defendant in California as an hourly-
21 paid or non-exempt employees at any point during during the Class Period, including current and
22 former employees (“Class Member(s)").

23 1.6 “Class Action” means *Mary Moyses, et al. v. Pelton-Shepherd Industries, Inc.*, San
24 Joaquin Superior Court Case No(s). STK-CV-UOE-2025-0001410.

25 1.7 “Class Counsel” means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., and
26 Kareen Shatikian, Esq. of Wilshire Law Firm, PLC.

27 1.8 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
28 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will

request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at \$186,024.30).

1.9 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$30,000.00, and paid from the Gross Settlement Amount.

1.10 “Class Data” means Class Member identifying information in Defendant’s possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last-known mailing address, last known telephone number, number of Workweeks, and number of PAGA Pay Periods.

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” means the period from January 29, 2021, through either (a) the date that the Court grants Preliminary Approval, *or* (b) at Defendant’s election, an earlier date, but no earlier than February 19, 2026. At its option, Defendant may elect to shorten the Class Period to an earlier date so that the release covers only up to an end date not earlier than February 19, 2026 for which there are no more than 18,039 Workweeks in order to avoid any further increase to the GSA. To shorten the Class Period, Defense Counsel shall inform Class Counsel and the Administrator in writing of any election to shorten the Class Period to a date earlier than the date that the Court grants Preliminary Approval within seven (7) days of the Administrator informing Defense Counsel that the number of Workweeks exceeds 18,039. The Parties shall then disclose the modified end date of the Class Period to the Court in the motion for Final Approval of the Settlement.

1.14 “Class Representative(s)” means the named Plaintiffs Mary Moyses and Cindi Garcia in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

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

1.17 “Defendant” means named Defendant Pelton-Shepherd Industries, Inc.

1.18 “Defense Counsel” means Mark J. Payne, and David R. Rutan of Troutman Pepper Locke LLP.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, or any other legal challenge to the Settlement is filed, the date the final resolution of any such appeal or challenge has been finally terminated in such a manner as to permit the Final Approval and Judgment to take effect and is no longer subject to further judicial review..

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

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

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

1.23 “Gross Settlement Amount” or “GSA” means \$563,710.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

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

1 Class Period.

2 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35%
3 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
4 the PAGA Period.

5 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

6 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
7 entitled, under Labor Code section 2699, subd. (i).

8 1.28 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA
9 under Labor Code section 2699, subd. (i).

10 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
11 payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class
12 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
13 Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

14 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
15 Settlement by sending the Administrator a valid and timely Request for Exclusion.

16 1.31 “Operative Class Complaint” means the operative class action complaint filed in the
17 Class Action.

18 1.32 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA
19 Action.

20 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

21 1.34 “PAGA Action” means *Mary Moyses, et al. v. Pelton-Shepherd Industries, Inc.*, San
22 Joaquin County Court Case No. STK-CV-UOE-2025-4802.

23 1.35 “PAGA Notice” means Plaintiffs’ January 28, 2025 letter (LWDA-CM-1076325-25) to
24 the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

25 1.36 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
26 worked for Defendant for at least one or more hours during the PAGA Period.

27 1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
28 Gross Settlement Amount (\$25,000.00), allocated 35% to the Aggrieved Employees (\$8,750.00)

and 65% to LWDA (\$16,250.00) in settlement of PAGA claims.

1.38 “PAGA Period” means the period is January 29, 2024, through the same date on which the Class Period ends, as described in the definition of Class Period, above.

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

1.40 “Plaintiffs” mean Mary Moyses and Cindi Garcia, the named plaintiffs in the Action.

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

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

1.43 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.44 “Released Parties” means Defendant and each of Defendant’s former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.45 “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.

1.46 “Response Deadline” means 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) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.47 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.48 “Workweek” means any workweek in which a Class Member worked any hours for Defendant in California during the Class Period, excluding any weeks in which no work was performed.

1 2. **RECITALS.**

2 2.1 Plaintiffs filed the complaint in the Class Action on January 29, 2025, against Defendant
3 for systemic violations of the California Labor Code and Business & Professions Code. Plaintiffs
4 bring this Class Action on behalf of themselves and similarly situated employees for: (1) Failure
5 to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2)
6 Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194 and 1198); (3) Failure to Provide
7 Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods
8 (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code
9 § 2802); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7)
10 Failure to Timely Pay Wages upon Separation of Employment (Cal. Lab. Code §§ 201-203); (8)
11 Failure to Timely Pay Wages During Employment (Cal. Lab. Code § 204); and (9) Unfair
12 Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). On January 28, 2025, Plaintiffs
13 filed a PAGA Notice with the California Labor & Workforce Development Agency and served
14 to Defendant, pursuant to Labor Code § 2699.3(a). On April 3, 2026, after the 65-day statutory
15 period passed, Plaintiffs filed the PAGA Action against Defendant, alleging claims for penalties
16 pursuant to Labor Code § 2699, et seq. Defendant's liability is supported by Plaintiffs' testimony
17 and corroborated by the nature of Defendant's policies and practices, which affected not only
18 Plaintiffs but similarly situated employees across the class period.

19 2.2 The Class Action is assigned for all purposes to Honorable Jayne Lee, Department 10C
20 of the San Joaquin Superior Court. The PAGA Action was assigned for all purposes to Honorable
21 Robert T. Waters, Department 11B of the San Joaquin County Superior Court. No trial dates have
22 been set. On April 3, 2026, the Parties filed a Stipulation and [Proposed] Order Consolidating the
23 Actions, with the Class Action as the lead case. On April 7, 2026, the Court consolidated the
24 Actions.

25 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
26 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
27 the Actions.

28 2.4 In advance of mediation, Defendant provided informal discovery, including Defendant's

informal production of Class Member and Aggrieved Employees' time and pay records; Plaintiffs' personnel files including complete time records and pay stubs; data points; an employee handbook; and other standalone policy documents. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to the Actions.

2.5 Prior to mediation, Plaintiffs obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.6 On February 19, 2026, the Parties participated in an all-day mediation presided over by mediator Todd Smith, Esq. via Zoom. The Parties thereafter accepted a mediator's proposal and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on March 16, 2026.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Subject to all terms of this Agreement and except as otherwise provided by Paragraph 8 below, Defendant will pay the Gross Settlement Amount to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

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

3.2.1 To Plaintiffs: A payment for the Enhancement Award to each Plaintiff of not more

1 than \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment
2 the Class Representative is entitled to receive as a Participating Class Member. The Enhancement
3 Award is contingent on Plaintiffs' execution of a full general release, including a waiver under
4 Civil Code section 1542. An award of less than the requested amount for the Class Representative
5 Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court
6 has authority under this Agreement to reduce (or increase) the Class Representative Service
7 Payments, at its discretion at the final approval stage. Defendant will not oppose Plaintiffs'
8 request for an Enhancement Award that does not exceed this amount. If the Court approves an
9 Enhancement Award less than the amount requested, the Administrator will retain the remainder
10 in the Net Settlement Amount to be distributed to Participating Class Members. The
11 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiffs assume full
12 responsibility and liability for employee taxes owed on the Enhancement Award.

13 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
14 of the GSA, which is currently estimated to be \$186,024.30, and a Class Counsel Litigation
15 Expenses Payment for actual costs. Defendant will not oppose requests for these payments,
16 provided the request does not exceed one-third of the GSA. If the Court approves a Class Counsel
17 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
18 requested, the Administrator will allocate the remainder to the Net Settlement Amount for
19 distribution to Participating Class Members. Released Parties shall have no liability to Class
20 Counsel or any other Plaintiffs' counsel arising from any claim to any portion of Class Counsel
21 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
22 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more
23 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
24 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
25 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
26 division or sharing of any of these Payments.

27 3.2.3 To the Administrator: Administrator Costs for actual costs, not to exceed \$7,500.00
28 except for a showing of good cause and as approved by the Court. To the extent the

Administration Costs are less, or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Defendant's payment of the wages, including but not limited to the Wage Portions of the Individual Class Payments, shall not extend or alter any Class Member's period of employment for any purpose.

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

3.2.5 To the LWDA and Aggrieved Employees: Subject to Court approval, PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,750.00) 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 individual 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 to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks. Based on a review of its records, Defendant estimates in good faith that there are 220 Class Members who collectively worked a total of 16,106 Workweeks during the Class Period.

4.2 Class Data. Within 21 days of the Court issuing an order granting Preliminary Approval of this Settlement, Defendant will deliver to the Administrator identifying information in Defendant's possession, custody, or control for each Class Member, including each Class Member's name, Social Security Number, last known mailing address, last known telephone number, number of Workweeks, and number of PAGA Pay Periods. The Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement (such as issuing notices and payments to the Class Members) 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. The Administrator shall not provide Class Data to Plaintiffs, Class Counsel, or anyone representing Plaintiffs without express written authorization from Defendant which references this section of the Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or 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

1 to missing or omitted Class Data. Additionally, on or before the date on which Plaintiffs file the
2 initial motion for Preliminary Approval of this Settlement, Defendant's counsel shall confirm in
3 writing to Plaintiffs' counsel that the Class Data will be in their possession by no later than the
4 date and time of the hearing on Plaintiffs' motion for Preliminary Approval of this settlement, to
5 ensure that there will be no delays in providing the Class Data to the Administrator.

6 4.3 Funding of Gross Settlement Amount. The Administrator shall inform Defendant of the
7 amount of payroll taxes due in connection with the Settlement within seven (7) days of the
8 Effective Date. Defendant shall fully fund the Gross Settlement Amount and the amounts
9 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
10 Administrator no later than thirty (30) days of the Effective Date.

11 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
12 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
13 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
14 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
15 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
16 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
17 Individual Class Payments and Individual PAGA Payments.

18 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
19 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
20 face of each check shall prominently state the date (180 days after the date of mailing) when the
21 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
22 Void Date. The Administrator will send checks for Individual Settlement Payments to all
23 Participating Class Members (including those for whom the Class Notice was returned
24 undelivered). The Administrator will send checks for Individual PAGA Payments to all
25 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
26 Employees (including those for whom Class Notice was returned undelivered). The
27 Administrator may send Participating Class Members a single check combining the Individual
28 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement

1 Administrator must update the recipients' mailing addresses using the National Change of
2 Address Database.

3 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
4 Members whose checks are returned undelivered without USPS forwarding address. Within
5 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
6 forwarding address provided or to an address ascertained through the Class Member Address
7 Search. The Administrator need not take further steps to deliver checks to Class Members whose
8 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
9 replacement check to any Class Member whose original check was lost or misplaced, requested
10 by the Class Member prior to the void date.

11 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
12 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
13 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
14 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
15 California Code of Civil Procedure Section 384, subd. (b).

16 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
17 not obligate Defendant to confer any additional benefits or make any additional payments to Class
18 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

19 4.4.5 The Administrator will pay the Participating Class Members' portion of normal
20 payroll withholding taxes out of each person's Individual Class Payment. The Administrator
21 shall also pay Defendant's portion of payroll taxes that Defendant transmitted to the
22 Administrator (including the employer's payment of applicable FICA, FUTA, and SUI
23 contributions, etc.) to the appropriate local, state, and federal taxing authorities. The
24 Administrator will calculate the amount of the Participating Class Members' and Defendant's
25 portion of payroll withholding taxes and forward those amounts to the appropriate taxing
26 authorities.

27 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
28 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual

Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs, and Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, agree to a general release of all known and unknown claims against the Released Parties and waiver of Civil Code section 1542. Plaintiffs discharge Released Parties from all claims, transactions, or occurrences, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions; and any other claims, debts, liabilities, demands, damages, obligations, actions and causes of action, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Class Representatives respectively execute this Agreement. This General Release includes, without limitation, (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post

1 notice of paydays and time and place of payment, and any claim for violations of the California
2 Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable
3 California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual
4 claim, including all claims for breach of oral, implied or written contract, breach of implied
5 covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress,
6 and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages,
7 penalties and/or benefits; and (6) all claims for attorneys' fees and costs ("Plaintiffs' Release").
8 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
9 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
10 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
11 Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in
12 addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless,
13 that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different
14 or additional facts or Plaintiffs' discovery of them.

15 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
16 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
17 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

21 5.2 Released Class Claims: All Participating Class Members release the Released Parties
22 from any and all claims, damages, and penalties that were or could have been alleged based on
23 the facts alleged in the Actions and any PAGA Notices that Plaintiffs submitted in connection
24 with the Actions during the Class Period, including, without limitation, claims for: (1) Failure to
25 Pay All Minimum Wages (Labor Code sections 1194, 1194.2, 1197), (2) Failure to Pay All
26 Overtime Wages (Labor Code sections 204, 510, 558, 1194, 1198), (3) Failure to Provide Meal
27 Periods and Pay Missed Meal Period Premiums (Labor Code sections 226.7, 512, 558, 1198), (4)
28 Failure to Provide Rest Periods and Pay Missed Rest Period Premiums (Labor Code sections

226.7, 516, 668, 1198), (5) Untimely Payment of Wages (including Failure to Pay Wages Timely During Employment and Failure to Pay All Wages Earned and Unpaid at Separation) (Labor Code sections 201, 202, 203, 204, 210, 216, 218), (6) Failure to Furnish Accurate Itemized Wage Statements (Labor Code section 226), (7) Waiting Time Penalties (Labor Code sections 201, 202, 203), (8) Failure to Reimburse Business Expenses (Labor Code section 2802), (9) Failure to Maintain Accurate Employment Records (Labor Code section 1174), (10) Unfair Competition (Business and Professions Code section 17200-17210), (11) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698, et seq.) (“Released Class Claims”). Participating Class Members do **not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, un-employment insurance, disability, social security, workers’ compensation, or claims based on facts outside of the Operative Class Complaint or outside the Class Period..

5.3 Released PAGA Claims: All PAGA Members and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for, the PAGA claims that were alleged or could have been alleged based on the facts alleged in the Actions or any PAGA Notices that Plaintiffs submitted in connection with the Actions during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations of the Released Class Claims or for alleged violations of the following Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2084, and California Industrial Welfare Commission Wage Orders Wage Order 4-2001.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare 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 Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it, provided, however, that the amounts of the Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, Administration Expense Payment, and Class Representative Service Payments may be determined by the Court, subject to any applicable appellate rights, and any Court ruling(s) that reduces any of the aforementioned amounts shall not make this Settlement null and void. .

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1 Selection of Administrator. The Parties have jointly selected APEX to serve as the
3 Administrator and verified that, as a condition of appointment, the Administrator agrees to be
4 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
5 exchange for payment of Administration Costs. The Parties and their Counsel represent that they
6 have no interest or relationship, financial or otherwise, with the Administrator other than a
7 professional relationship arising out of prior experiences administering settlements.

8 7.2 Employer Identification Number. The Administrator shall have and use its own
9 Employer Identification Number for purposes of calculating payroll tax withholdings and
10 providing reports to state and federal tax authorities.

11 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
12 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
13 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
14 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
15 to Participating Class Members.

16 7.4 Notice to Class Members.

17 7.4.1 No later than three (3) business days after receipt of the Class Data, the
18 Administrator shall notify Class Counsel and Defense Counsel that the list has been received and
19 state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
20 Class Data.

21 7.4.2 At least eight days after informing Class Counsel and Defense Counsel of the
22 information set forth in section 7.4.1, but no later than 14 days after informing Class Counsel and
23 Defense Counsel of the information set forth in section 7.4.1, the Administrator will send to all
24 Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”)
25 mail, the Class Notice with Spanish translation substantially in the form attached to this
26 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar
27 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
28 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.

1 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
2 National Change of Address database.

3 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
4 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
5 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
6 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
7 Notice to the most current address obtained. The Administrator has no obligation to make further
8 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
9 USPS a second time.

10 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
11 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
12 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-
13 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
14 mailed Class Notice.

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

23 7.5 Requests for Exclusion (Opt-Outs).

24 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
25 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
26 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for
27 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
28 Class Member or his/her representative that reasonably communicates the Class Member's

election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Aggrieved Employees are not permitted to exclude themselves from the PAGA portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Defendant's Right to Withdraw. Defendant has the sole right to withdraw from and void the Settlement if more than ten (10) Class Members opt out by submitting a Request for Exclusion. If Defendant exercises its right to withdraw from the Settlement, Defendant will notify Class Counsel and the Court within seven (7) business days after receiving the opt-out list from

the Administrator and will remain responsible for paying the Administration Expenses incurred to that point.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of 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 Enhancement Award.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 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.

1 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks
2 to be performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
4 maintain and use an internet website to post information of interest to Class Members including
5 the date, time and location for the Final Approval Hearing and copies of the Settlement
6 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
7 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
9 Administrator will also maintain and monitor an email address and a toll-free telephone number
10 to receive Class Member calls, faxes and emails.

11 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
13 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
14 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
15 and other identifying information of Class Members who have timely submitted valid Requests
16 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
17 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
18 Exclusion from Settlement submitted (whether valid or invalid).

19 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
20 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
21 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
22 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
23 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
24 Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment
25 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
26 objections received.

27 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 address and make final decisions consistent with the terms of this Agreement on all Class Member

1 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
2 shall be final and not appealable or otherwise susceptible to challenge.

3 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which
4 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator
5 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
6 Court attesting to its due diligence and compliance with all of its obligations under this
7 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
8 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
9 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
10 of written objections and attach the Exclusion List. The Administrator will supplement its
11 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
12 for filing the Administrator's declaration(s) in Court.

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

21 8. **ESCALATOR CLAUSE**. The GSA was calculated based on Defendant's above estimated
22 number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. If,
23 during the course of this Settlement process, the total number of Workweeks (as defined above)
24 increases by more than 12% (i.e. an increase of more than 1,933 Workweeks), then the GSA will
25 be increased by an amount proportional to the increase in Workweeks worked in excess of 12%.
26 However, as described in the definition of Class Period, Defendant, at its option, may elect to
27 shorten the Class Period and PAGA Period so that the periods cover only up to the 18,039
28 Workweeks in order to avoid any further increase to the Gross Settlement Amount by virtue of

1 this provision, so long as the Class Period and PAGA Period end date is no earlier than February
2 19, 2026.

3 9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
4 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
5 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
6 the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
7 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide
8 drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
9 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
10 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
12 by a Participating Class Member, including the right to file responsive documents in Court no
13 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the scope of
17 release to be granted by Class Members), the Parties will expeditiously work together in good
18 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
19 Approval. The Court’s decision to award less than the amounts requested for the Enhancement
20 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
21 Administrator Costs shall not constitute a material modification to the Agreement within the
22 meaning of this paragraph.

23 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
25 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
26 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27 9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
28 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class

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

10 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
11 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
12 modification of this Agreement (including, but not limited to, the scope of release to be granted
13 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
14 expeditiously work together in good faith to address the appellate court's concerns and to obtain
15 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
16 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
17 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
18 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
19 Settlement Amount remains unchanged.

20 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
21 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
22 amended judgment.

23 11. **ADDITIONAL PROVISIONS.**

24 11.1 No Admission of Liability, Class Certification or Representative Manageability for
25 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
26 claims. Nothing in this Agreement is intended or should be construed as an admission by
27 Defendant that any of the allegations in the Operative Class Complaint or Operative PAGA
28 Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be

intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal

1 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
2 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
3 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

4 11.4 Use and Return of Defendant's Information. Upon (i) payment of the Gross Settlement
5 amount by Defendant and (ii) Defense Counsel's request to do so, Plaintiffs and Class Counsel
6 agree that all records and information provided by Defendant marked "Confidential" regarding
7 Defendant that Plaintiffs do not have legal right to retain, such as personnel and payroll records
8 (except for Plaintiffs' own records) shall be returned or destroyed, except that Class Counsel may
9 retain Plaintiffs' records. Plaintiffs and Class Counsel shall not use the records relating to any
10 other Class Member (except Plaintiffs) for any purposes outside of this litigation and Settlement,
11 including for use in any other proceeding or legal action, except as required by law. Plaintiffs
12 and Class Counsel further agree that they will not share, distribute, copy, or divulge any such
13 records or information to any other person, except for use in this litigation and Settlement or as
14 required by law.

15 11.5 No Publicity. Plaintiffs and Class Counsel agree that they shall not discuss, answer
16 questions about, promote, or publicize the Settlement, this Agreement and its terms, or the
17 negotiations leading to this Agreement with anyone other than the Court or those individuals
18 necessary to effectuate the terms of the Agreement. Plaintiffs and Class Counsel further agree
19 that the terms of this Agreement, the negotiations leading to the execution of this Agreement, and
20 this Agreement itself shall not at any time, both prior to and after Final Approval, be discussed
21 with or publicized or promoted to the media including without limitation, any newspapers,
22 magazines, radio programs, social media, or Internet news sites or blogs), legal community
23 (including, without limitation, legal periodicals and publications, or the public at large), or anyone
24 else without the advance written consent of Defendant. This prohibition includes, but is not
25 limited to: (a) publications on any website of the amount or terms of the Settlement, with or
26 without identifying information; and (b) the submission of information to any publication that
27 summarizes the results of verdicts and settlements. The Parties intend this section to prohibit
28 Plaintiffs and Class Counsel from discussing, answering questions about, promoting or

1 publicizing the Settlement, this Agreement and its terms, or the negotiations leading to this
2 Agreement with anyone other than the Court, Class Members as outlined above, or those
3 individuals necessary to effectuate the terms of this Agreement. Waiver. Notwithstanding this
4 provision, Class Counsel is permitted to disclose the terms of this Agreement to the extent
5 necessary when responding to inquiries by Class Members and is permitted to disclose
6 information regarding this Settlement in connection with any future court filings intended to
7 establish Class Counsel's adequacy.

8 11.6 Upon entry of final Judgment, Plaintiffs and Defendant, and each of them, waive any
9 and all claims for fees, costs, indemnity or contribution against Plaintiffs, any Class Member,
10 Class Counsel in the Actions, Defendants, or Defense Counsel in the Actions other than as
11 provided herein.

12 11.7 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 11.8 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
19 its terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 11.9 Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Settlement Agreement, submitting supplemental evidence and supplementing points and
24 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
25 or content of any document necessary to implement the Settlement, or on any modification of the
26 Agreement that may become necessary to implement the Settlement, the Parties will seek the
27 assistance of a mediator and/or the Court for resolution.

28 11.10 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.

11.11 No Tax Advice. Neither Plaintiff, Class 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.

11.12 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.

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

11.14 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.

11.15 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.

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

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

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

11.19 Notice. All notices, demands, or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber, Esq.
bejamin.haber@wilshirelawfirm.com
Talar DerOhannessian, Esq.
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian, Esq.
kareen.shatikian@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

TROUTMAN PEPPER LOCKE LLP

Mark J. Payne, Esq.
mark.payne@troutman.com
100 Spectrum Center Drive, Suite 1500
Irvine, CA 92618
Telephone: (949) 622-2700
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David R. Rutan, Esq. (SBN 311345)
david.rutan@troutman.com
350 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
Telephone: (213) 928-9800
Facsimile: (213) 928-9850

11.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

11.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to

1 extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the
2 entire period of this settlement process.

3 11.22 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
4 and binding upon all Parties, and that it shall be admissible and subject to disclosure in any
5 proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b),
6 notwithstanding the confidentiality provisions that otherwise might apply under federal or state
7 law. The Parties further agree and intend that the San Joaquin County Superior Court may enforce
8 this Agreement pursuant to Code of Civil Procedure section 664.6.

9 IT IS SO AGREED.

10 Plaintiff:

11
12 Dated: _____

13 MARY MOYSES

14 Plaintiff:

15
16 Dated: _____

17 CINDI GARCIA

18 Defendant:

19
20 Dated: Jun 9, 2026

21 
22 box SIGN 4ZX5XWY9-4PL75WWW

23 PELTON-SHEPHERD INDUSTRIES, INC.

24 By (name): Tim Shepherd

25 Title: Chief Executive Officer

26 Approved as to form:

27 WILSHIRE LAW FIRM, PLC

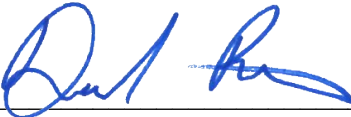
28 Dated: _____

By: _____
Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.

Kareen Shatikian, Esq.
Counsel for Plaintiffs Mary Moyses and Cindi
Garcia

TROUTMAN PEPPER LOCKE LLP

Dated: June 10, 2026

By: 
Mark J. Payne, Esq.
David R. Rutan, Esq.
Counsel for Defendant Pelton-Shepherd Industries,
Inc.

extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

11.22 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Joaquin County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

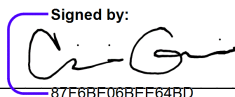
Plaintiff:

Dated: _____

MARY MOYSES

Plaintiff:

Dated: 6/9/2026

Signed by:

87F6BE06BEE64BD...

CINDI GARCIA

Defendant:

Dated: _____

PELTON-SHEPHERD INDUSTRIES, INC.

By (name): _____

Title: _____

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: _____

By: _____
Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.

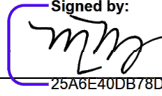
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IT IS SO AGREED.

Plaintiff:

Dated: 6/10/2026

Signed by:

25A8E40DB78D4D2...

MARY MOYSES

Plaintiff:

Dated: _____

CINDI GARCIA

Defendant:

Dated: _____

PELTON-SHEPHERD INDUSTRIES, INC.

By (name): _____

Title: _____

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: June 10, 2026

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