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A DELAWARE CORPORATION; KURT HATTERLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NELDA SANCHEZ, RASHIDA
NANKANA, RICHARD
CASTROMAYOR,
ADRIAN VELASQUEZ, and CARLOS
LOPEZ, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

VANDERLANDE INDUSTRIES, INC., a
Delaware Corporation; KURT HATTERLE,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV33930

RELATED CASE NO: 22STCV30043

[Assigned for all purposes to Honorable
Judge Elihu M. Berle in Dept. 6]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: October 19, 2022

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Nelda Sanchez, Rashida Nankana, Richard Castromayor, Adrian Velasquez,
3 and Carlos Lopez (collectively, “Plaintiffs”) and defendant Vanderlande Industries, Inc.
4 (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or
5 individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action(s)” means the Plaintiffs’ lawsuit alleging wage and hour violations against
8 Defendant, captioned *Nelda Sanchez, et al. v. Vanderlande Industries, Inc., et al.*, Case No.
9 22STCV33930, initiated on October 19, 2022, and pending in Superior Court of the State of
10 California, County of Los Angeles; and separate representative action under PAGA captioned
11 *Nelda Sanchez v. Vanderlande Industries Inc.*, Case No., 22STCV30043, initiated on September
12 14, 2022 and pending in Superior Court of the State of California, County of Los Angeles.

13 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity
14 the Parties have agreed to appoint to administer the Settlement.

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

19 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendant
20 as a non-exempt employee in California during the PAGA Period.

21 1.5. “Class” means all persons currently or formerly employed by Defendant as a non-exempt
22 employee in California during the Class Period.

23 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
24 P.C.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

28 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,

possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); (5) the number of PAGA Pay Periods the Class Member worked during the PAGA Period; and (6) the number of Workweeks the Class Member worked during the Class Period.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "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.

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

1.12. "Class Period" means the period from October 19, 2018 through the date of Preliminary Approval.

1.13. "Class Representative(s)" means the named Plaintiffs in the Operative Complaint in the Class Action seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payment" means the payment to each Class Representative for initiating the Class Action and providing services in support of the Class Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means named defendant Vanderlande Industries, Inc.

1.17. "Defense Counsel" means Marlene S. Muraco, Adam J. Fiss and Nicholas C. Lansdown of Littler Mendelson, P.C.

1.18. "Effective Date" means the date on which the Court's order granting Final Approval of this Settlement becomes final. The Judgment is final upon the later of the following events: (a) the day after the deadline for filing a notice of appeal from the Judgment with an appellate Court,

1 provided none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal,
2 denial, or otherwise, the day after the last date for filing a request for further review of the
3 appellate court's decision passes and no further review is requested; (c) if an appeal is filed and
4 there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and
5 further review of the appellate court's decision is requested, the day after the request for review
6 is denied with prejudice and/or no further review of the order can be requested; or (d) if review
7 is accepted, the day the appellate court affirms the Settlement.

8 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

9 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
10 of the Settlement.

11 1.21. "Final Judgment" means the Judgment entered by the Court approving this Agreement as
12 binding upon the Parties.

13 1.22. "Gross Settlement Amount" means \$1,540,000.00 (One Million Five Hundred Forty
14 Thousand Dollars and Zero Cents) which is the maximum amount Defendant agrees to pay under
15 the Settlement, except as provided in Paragraphs 3.1 and 8.1 below, in full settlement of the
16 Released Class Claims and Released PAGA Claims. In no event shall Defendant be liable for
17 more than the Gross Settlement Amount, except that Defendant's portion of payroll taxes will be
18 paid separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount
19 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
20 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,
21 and Administrator's Expenses.

22 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
23 Net Settlement Amount calculated according to the number of PAGA worked during the Class
24 Period.

25 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
26 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
27 Period.

28 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1 1.26. “LWDA” means the California Labor and Workforce Development Agency.

2 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
3 under former Labor Code section 2699, subdivision (i).

4 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
5 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
6 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
7 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
8 paid to Participating Class Members as Individual Class Payments.

9 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
10 Settlement by sending the Administrator a valid and timely Request for Exclusion.

11 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked
12 for Defendant for at least one (1) day during the PAGA Period.

13 1.31. “PAGA Period” means the period from September 14, 2021 through the end of Class
14 Period.

15 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

16 1.33. “PAGA Notice” means Plaintiff Sanchez’s June 28, 2022 letter to Defendant and the
17 LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

18 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
19 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$38,500.00) and the 75%
20 to the LWDA (\$115,500.00) in settlement of PAGA claims. In the event the Court requires
21 additional amounts to be allocated to PAGA, the Parties agree that such a reallocation of the
22 Gross Settlement Amount will not result in voiding the Settlement Agreement.

23 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
24 timely Request for Exclusion from the Settlement.

25 1.36. “Plaintiffs” means Nelda Sanchez, Rashida Nankana, Richard Castromayor, Adrian
26 Velasquez, and Carlos Lopez, the named plaintiffs in the Class Action.

27 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
28 Settlement.

1 1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval
2 and Approval of PAGA Settlement.

3 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2
4 below.

5 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
6 below.

7 1.41. "Released Parties" means: (i) Defendant Vanderlande Industries Inc; (ii) Defendant's past
8 and present parents, subsidiaries and affiliates including without limitation any corporation,
9 limited liability company, partnership, trust, insurer, foundation and non-profit entity which
10 controls, is controlled by, or is under common control with Defendant; (iii) the past and present
11 shareholders, directors, officers, agents, employees, members, consultants, benefit plans,
12 successor and assigns of any of the foregoing which, for avoidance of doubt includes Defendant
13 Kurt Hatterle; and (iv) any individual or entity that could be jointly liable with the foregoing.

14 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be
15 excluded from the Class Settlement signed by the Class Member.

16 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails the Class
17 Notice and shall be the last date on which Class Members may: (a) mail Requests for Exclusion
18 from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom
19 Notice Packets are resent after having been returned undeliverable to the Administrator shall
20 have an additional fifteen (15) days beyond the Response Deadline has expired.

21 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
22 Judgment.

23 1.45. "Workweek" means any week during which a Class Member worked for Defendant for
24 at least one (1) day during the Class Period, calculated by the Administrator and based on
25 information from Defendant's records.

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2. RECITALS

2.1. On June 28, 2022, Plaintiff Sanchez filed with the LWDA and served on Defendant a notice under Labor Code section 2699, et seq. seeking to represent other non-exempt employees against Defendant for various Labor Code violations (“PAGA Notice”).

2.2. On September 14, 2022, after more than sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff Sanchez filed a separate representative action under PAGA against Defendant in the Superior Court of California, County of Los Angeles, Case No. 22STCV3004, for the Labor Code violations set out in the PAGA Notice (the “PAGA Action”).

2.3. On October 19, 2022, Plaintiff Sanchez filed a class action complaint against Defendant for: (1) Failure to pay overtime wages (Cal. Labor Code §§ 510, 1194, 1199); (2) Failure to pay minimum wages (Cal. Labor Code §§ 1194, 1197, 1199); (3) Failure to provide meal periods (Cal. Labor Code §§ 512, 226.7); (4) Failure to provide rest periods (Cal. Labor Code § 226.7); (5) Waiting time penalties (Cal. Labor Code § 203); (6) Wage statement violations (Cal. Labor Code § 226); (7) Failure to indemnify necessary business expenses (Cal. Labor Code § 2802); (8) Failure to timely pay wages during employment (Cal. Labor Code §§ 204, 210); (9) Failure to pay vacation (Cal. Labor Code § 227.3); (10) Violation of the Fair Credit Reporting Act (15 U.S.C. § 1681, et. seq.); (11) Violation of the California Investigative Consumer Reporting Agencies Act (Cal. Civil Code § 1786, et. seq.); (12) Violation of the Consumer Credit Reporting Agencies Act (Cal. Civil Code § 1785, et. seq.); and (13) Unfair competition under Business and Professions Code § 17200 et seq (“Class Action”).

2.4. Thereafter, the Parties agreed to attend mediation.

2.5. Prior to mediation Plaintiffs obtained, through formal and informal discovery: (a) all Class Members’ time and payroll records; (b) data points, including the average hourly rate, number of Class Members and Aggrieved Employees, Workweeks, and PAGA Pay Periods; (c) wage and hour policy documents; and (d) other documents pertaining to Plaintiffs available to Defendant.

2.6. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in

1 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
2 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

3 2.7. On July 22, 2024, the Parties participated in an all-day mediation presided over by Tripper
4 Ortman, Esq. This mediation was unsuccessful.

5 2.8. On June 6, 2025, a Third Amended Complaint was filed, adding the remaining named
6 Plaintiffs to the Class Action.

7 2.9. On or around June 13, 2025, after conducting substantial written and oral discovery, the
8 Parties reengaged Mr. Ortman and reached an agreement to globally resolve all class and PAGA
9 claims in the Action.

10 2.10. As part of this Agreement, the Parties agree to stipulate to Plaintiffs’ filing of a Fourth
11 Amended Complaint in the Class Action, to add the allegations brought in the PAGA Action.
12 Plaintiffs will thereafter request dismissal without prejudice of the PAGA Action, thereby
13 effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”).
14 The Fourth Amended Complaint is the operative complaint in the Action (“Operative
15 Complaint”).

16 2.11. The Court has not granted class certification.

17 2.12. The Parties, Class Counsel, and Defense Counsel represent that they are aware of the
18 following pending matter asserting claims that will be extinguished or affected by the Settlement:
19 *Andrew Kindle v. Vanderlande Industries Inc.*, Case No 24STCV25508, currently pending in
20 pending in Superior Court of the State of California, County of Los Angeles and related to the
21 Class Action.

22 **3. MONETARY TERMS**

23 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
24 Defendant promises to pay \$1,540,000.00 and no more as the Gross Settlement Amount, unless
25 increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all
26 employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant
27 has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline
28 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross

Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to each Plaintiff of not more than \$7,500.00, for a total of \$35,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment each Plaintiff is entitled to receive as a Participating Class Member. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$513,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any

portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,475.00 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 \$9,475.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 85% of each Participating Class Member's Individual Class Payment will be allocated to 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.

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: PAGA Penalties in the amount of \$154,000.00 to be paid from the Gross Settlement Amount, with 75% (\$115,500.00) allocated to the LWDA PAGA Payment and 25% (\$38,500.00) 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' 25% share of PAGA Penalties (\$38,500.00) 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 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records prior to mediation, Defendant estimated that, as of June 13, 2025, (1) there were 481 Class Members who collectively worked a total of 42,907 Workweeks during the Class Period; and (2) there were 325 of Aggrieved Employees who worked a total of 24,603 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than ten (10) business days after the Court grants Preliminary Approval of the Settlement, Defendant shall deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, along with a declaration indicating that the total number of Workweeks and PAGA Pay Periods attributed to the Class Members accurately reflects the

1 contents of Defendant's corporate records. To protect Class Members' privacy rights, the
2 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
3 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
4 employees who need access to the Class Data to effect and perform under this Agreement. Prior
5 to Final Approval, Defendant has a continuing duty to notify Class Counsel if it discovers that
6 the Class Data omitted class member identifying information and to provide corrected or updated
7 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
8 Defendant must send the Class Data to the Administrator, the Parties and their counsel will
9 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
10 to missing or omitted Class Data.

11 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
12 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
13 transmitting the funds to the Administrator no later than fourteen (14) days after the Effective
14 Date.

15 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant
16 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
17 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
18 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
19 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
20 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
21 Service Payment shall not precede disbursement of Individual Class Payments, and the Individual
22 PAGA Payments.

23 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
24 Individual PAGA Payments and send them to the Class Members via First Class U.S.
25 Mail, postage prepaid. The face of each check shall prominently state the date (not less
26 than one-hundred-eighty (180) days after the date of mailing) when the check will be
27 voided. The Administrator will cancel all checks not cashed by the void date. The
28 Administrator will send checks for Individual Settlement Payments to all Participating

1 Class Members (including those for whom Class Notice was returned undelivered). The
2 Administrator will send checks for Individual PAGA Payments to all Aggrieved
3 Employees including Non-Participating Class Members who qualify as Aggrieved
4 Employees (including those for whom Class Notice was returned undelivered). The
5 Administrator may send Participating Class Members a single check combining the
6 Individual Class Payment and the Individual PAGA Payment. Before mailing any
7 checks, the Administrator must update the recipients' mailing addresses using the
8 National Change of Address Database.

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

18 4.4.3. For any Class Member whose Individual Class Payment check or Individual
19 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
20 shall transmit the funds represented by such checks to the California State Controller's
21 Office, Unclaimed Property Division in the name of the Aggrieved Employee thereby
22 leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure
23 section 384.

24 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
25 not obligate Defendant to confer any additional benefits or make any additional
26 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
27 specified in this Agreement.
28

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' 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 outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of

1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, release the Released Parties from all claims that were
3 alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative
4 Complaint that are alleged to have occurred during the Class Period, including (1) failure to pay
5 overtime wages (Cal. Labor Code §§ 510, 1194, 1199); (2) failure to pay minimum wages (Cal.
6 Labor Code §§ 1194, 1197, 1199); (3) failure to provide meal periods (Cal. Labor Code §§ 512,
7 226.7); (4) failure to provide rest periods (Cal. Labor Code § 226.7); (5) waiting time penalties
8 (Cal. Labor Code § 203); (6) wage statement violations (Cal. Labor Code § 226); (7) failure to
9 indemnify necessary business expenses (Cal. Labor Code § 2802); (8) failure to timely pay wages
10 during employment (Cal. Labor Code §§ 204, 210); (9) Failure to pay vacation (Cal. Labor code
11 § 227.3); (10) violation of the Fair Credit Reporting Act (15 U.S.C. § 1681, *et. seq.*); (11)
12 violation of the California Investigative Consumer Reporting Agencies Act (Cal. Civil Code §
13 1786, *et. seq.*); (12) violation of the Consumer Credit Reporting Agencies Act (Cal. Civil Code
14 § 1785, *et. seq.*); (13) Unfair Competition under Business and Professions Code § 17200 *et seq*;
15 (14) claims for failure to comply with the overtime, minimum wage, meal period, rest period,
16 expense reimbursement or record keeping provisions in the applicable California IWC Wage
17 Orders; and (15) claims premised upon the alleged failure to include bonuses and other non-
18 discretionary income in the regular rate of pay when paying overtime, meal or rest premiums,
19 paid sick leave or other wages that applicable law requires be paid at the regular rate or a multiple
20 thereof.

21 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
22 release any other claims, including claims for vested benefits, wrongful termination, violation of
23 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
24 workers' compensation, or claims based on facts occurring outside the Class Period.

25 5.4. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
26 behalf of themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
28 penalties that were alleged, or reasonably could have been alleged, based on the facts all

allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice. The Released PAGA Claims include, but are not limited to, those for civil penalties arising from the alleged violations of California Labor Code sections 96(k), 98.6, 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 227.3, 232, 232.5, 246, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, 2810.5.

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Plaintiffs’ Responsibilities. At least one week prior to filing, Plaintiffs will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; 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)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

1 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
2 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
3 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
4 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
5 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
6 Administrator.

7 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
9 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
10 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
11 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
12 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
13 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
14 Court's concerns.

15 7. SETTLEMENT ADMINISTRATION

16 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
17 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
18 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
19 payment of Administration Expenses. The Parties and their Counsel represent that they have no
20 interest or relationship, financial or otherwise, with the Administrator other than a professional
21 relationship arising out of prior experiences administering settlements.

22 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
23 Identification Number for purposes of calculating payroll tax withholdings and providing reports
24 state and federal tax authorities.

25 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
26 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
27 468B-1.

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1 7.4. Notice to Class Members

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
5 Class Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
7 fourteen (14) days after receiving the Class Data, the Administrator will send to all Class
8 Members identified in the Class Data, via first-class United States Postal Service
9 (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form
10 attached to this Agreement as Exhibit A. The first page of the Class Notice shall
11 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual
12 PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
13 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices,
14 the Administrator shall update Class Member addresses using the National Change of
15 Address database.

16 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
17 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
18 Notice using any forwarding address provided by the USPS. If the USPS does not
19 provide a forwarding address, the Administrator shall conduct a Class Member Address
20 Search, and re-mail the Class Notice to the most current address obtained. The
21 Administrator has no obligation to make further attempts to locate or send Class Notice
22 to Class Members whose Class Notice is returned by the USPS a second time.

23 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
24 and/or Pay Periods, and Requests for Exclusion will be extended an additional fifteen
25 (15) days beyond the forty-five (45) days otherwise provided in the Class Notice for all
26 Class Members whose notice is re-mailed. The Administrator will inform the Class
27 Member of the extended deadline with the re-mailed Class Notice.

28 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise

discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the 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 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 and verify 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

1 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
2 to all benefits and bound by all terms and conditions of the Settlement, including the
3 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
4 regardless whether the Participating Class Member actually receives the Class Notice
5 or objects to the Settlement.

6 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or
8 have the right to object to the class action components of the Settlement. Because future
9 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
10 Participating Class Members who are Aggrieved Employees are deemed to release the
11 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
12 PAGA Payment. *See Arias v. Superior Court of San Joaquin County (Dairy)* (2009) 46
13 Cal.4th 969, and *Cardenas v. McLane Foodservice, Inc.* (C.D. Cal. Jan. 31, 2011) 2011
14 WL 379413 at *3.

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

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1 7.7. Objections to Settlement

2 7.7.1. Only Participating Class Members may object to the class action components of
3 the Settlement and/or this Agreement, including contesting the fairness of the
4 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

6 7.7.2. Participating Class Members may send written objections to the Administrator, by
7 mail. In the alternative, Participating Class Members may appear in Court (or hire an
8 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
9 A Participating Class Member who elects to send a written objection to the
10 Administrator must do so not later than forty-five (45) days after the Administrator's
11 mailing of the Class Notice (plus an additional fifteen (15) days for Class Members
12 whose Class Notice was re-mailed).

13 7.7.3. Non-Participating Class Members have no right to object to any of the class action
14 components of the Settlement.

15 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
16 performed or observed by the Administrator contained in this Agreement or otherwise.

17 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
18 and use an internet website to post information of interest to Class Members including
19 the date, time and location for the Final Approval Hearing and copies of the Settlement
20 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
21 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
22 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
23 the Final Approval and the Judgment. The Administrator will also maintain and monitor
24 an email address and a toll-free telephone number to receive Class Member calls and
25 emails.

26 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
28 Not later than five (5) days after the expiration of the deadline for submitting Requests

1 for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
2 containing (a) the names and other identifying information of Class Members who have
3 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
4 other identifying information of Class Members who have submitted invalid Requests
5 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
6 (whether valid or invalid).

7 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
8 reports to Class Counsel and Defense Counsel that, among other things, tally the number
9 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
10 Exclusion (whether valid or invalid) received, objections received, challenges to
11 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
12 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
13 Weekly Reports must include provide the Administrator’s assessment of the validity of
14 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
15 received.

16 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
17 address and make final decisions consistent with the terms of this Agreement on all
18 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
19 Administrator’s decision shall be final and not appealable or otherwise susceptible to
20 challenge.

21 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to
22 file the Motion for Final Approval of the Settlement, the Administrator will provide to
23 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
24 attesting to its due diligence and compliance with all of its obligations under this
25 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
26 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
27 Members, the total number of Requests for Exclusion from Settlement it received (both
28 valid or invalid), the number of written objections and attach the Exclusion List. The

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

4 7.8.6. Final Report by Administrator. Within ten (10) days after the Administrator
5 disburses all funds in the Gross Settlement Amount, the Administrator will provide
6 Class Counsel and Defense Counsel with a final report detailing its disbursements by
7 employee identification number only of all payments made under this Agreement. At
8 least seven (7) days before any deadline set by the Court, the Administrator will prepare,
9 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for
10 filing in Court attesting to its disbursement of all payments required under this
11 Agreement. Class Counsel is responsible for filing the Administrator's declaration in
12 Court.

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

14 As indicated in Paragraph 4.1, above, prior to mediation Defendant estimated that, as of
15 June 13, 2025, (1) there were 481 Class Members and 42,907 Total Workweeks during the Class
16 Period.

17 8.1. Increase in Workweeks. The Parties agree that as of June 13, 2025, the number of
18 Workweeks at issue amounted to 42,907. In the event the number of Workweeks worked by Class
19 Members during the Class Period increases by more than 10%, or 4,291 Workweeks, then, at
20 Defendant's discretion, they may (1) end the class period on the date the number of Workweeks
21 reaches 47,198, or (2) increase the Gross Settlement Amount proportionally by the Workweeks
22 in excess of 47,198 Workweeks multiplied by the Workweek Value. The Workweek Value shall
23 be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,540,000.00)
24 by 42,907, which amounts to a Workweek Value of \$35.89. Thus, for example, should there be
25 48,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
26 \$28,783((48,000 Workweeks – 47,198 Workweeks) x \$35.89 per Workweek.) Defendant shall
27 make its election regarding the above no later than 14 days before the hearing on the Motion for
28 Preliminary Approval. Should Defendant fail to make its election within the above timeframe,

then option (1) shall automatically apply.

9. DEFENDANT’S RIGHT TO RESCIND AND VOID THE SETTLEMENT.

If the valid Requests for Exclusion identified in the Exclusion List represent 5% or more of all the Workweeks in the Class Period, Defendant may, but is not obligated to, elect to rescind and void the Settlement. The Parties agree that, if Defendant rescinds and voids the Settlement, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class

1 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
2 Expenses Payment, and Administrator Expenses Payment shall not constitute a material
3 modification to the Agreement within the meaning of this paragraph.

4 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
5 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
6 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
7 and (iii) addressing such post-Judgment matters as are permitted by law.

8 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
10 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
11 respective counsel, and all Participating Class Members who did not object to the Settlement as
12 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
13 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
14 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
15 of the right to oppose such motions, writs or appeals. If an appeal is filed from the Judgment, the
16 Parties' obligations to perform under this Agreement will be suspended until such time as the
17 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
18 the amount of the Net Settlement Amount.

19 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted
22 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
25 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
26 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
27 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
28 as long as the Gross Settlement Amount remains unchanged

11. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have 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 Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, 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 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. 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 each other Party of any judicial or

1 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
2 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any
3 conversation or other communication, before the filing of the Motion for Preliminary Approval,
4 any with third party regarding this Agreement or the matters giving rise to this Agreement except
5 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
6 restrict Class Counsel’s communications with Class Members in accordance with Class
7 Counsel’s ethical obligations owed to them, provided Class Counsel will not initiate such
8 communications before the Motion for Preliminary Approval of Settlement is filed..

9 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
10 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
11 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
12 ability to communicate with Class Members in accordance with Class Counsel’s ethical
13 obligations owed to them, provided Class Counsel will not initiate such communications before
14 the Motion for Preliminary Approval of Settlement is filed.

15 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
18 inducements made to or by any Party.

19 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
22 its terms, and to execute any other documents reasonably required to effectuate the terms of this
23 Agreement including any amendments to this Agreement.

24 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
28 or content of any document necessary to implement the Settlement, or on any modification of the

1 Agreement that may become necessary to implement the Settlement, the Parties will seek the
2 assistance of a mediator and/or the Court for resolution.

3 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 12.8. No Tax Advice. The Parties make no representations as to the tax treatment or legal effect
8 of the payments called for hereunder, Class Members and Aggrieved Employees are not relying
9 on any statement or representation by the Parties in this regard. Class Members and Aggrieved
10 Employees understand and agree that they will be responsible for the payment of taxes and
11 penalties they owe and that are assessed on the payments described herein, and will hold the
12 Defendant free and harmless from and against any claims, liabilities, costs and expenses,
13 including attorney's fees, resulting in any way from personal tax treatment of the payments made
14 pursuant to this Agreement, including the treatment of such payments as not subject to
15 withholding or deduction for payroll and employment taxes. Each Party to this Agreement
16 acknowledges and agrees that no provision of this Agreement, and no written communication or
17 disclosure between or among the Parties or their attorneys and other advisers, is or was intended
18 to constitute or be construed or be relied upon as, tax advice. Nor shall anything in this Settlement
19 be relied upon as tax advice within the meaning of United States Treasury Department Circular
20 230 (31 CFR Part 10, as amended) or otherwise.

21 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed or agreed to by all
23 Parties or their representatives, and approved by the Court.

24 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
25 the benefit of, the successors of each of the Parties.

26 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

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

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

12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by 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 California rules of court.

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

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

12.17. 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:

Class Counsel:

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, California 902024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705
E-mail: robert@tomorrowlaw.com
E-mail: vedang@tomorrowlaw.com

Defendant’s Counsel:

Marlene S. Muraco, Esq.
Adam J. Fiss, Esq.
Nicholas C. Lansdown, Esq.
LITTLER MENDELSON, PC
50 West San Fernando Street, 7th Floor
San Jose, California 95113
Telephone: (408)998-4150
Facsimile: (408) 288-5686
E-mail: mmuraco@littler.com
E-mail: afiss@littler.com
E-mail: nlansdown@littler.com

1 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
3 be accepted as an original. All executed counterparts and each of them will be deemed to be one
4 and the same instrument if counsel for the Parties will exchange between themselves signed
5 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
6 contents of this Agreement.

7 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
10 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 12.20. Severability. In the event that one or more of the provisions contained in this Agreement
13 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
14 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
15 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
16 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
17 Agreement.

18 12.21. Breach of Agreement. In the event that the Court determines that either Party has
19 materially breached this Agreement, the prevailing party may recover reasonable attorneys' fees
20 and costs incurred as a result of the action(s) taken to remedy the breach and enforce the
21 Settlement.

22
23 **IT IS SO AGREED:**

24 *Nelda Sanchez*

03/11/2026

25 Plaintiff, Nelda Sanchez

For Defendant, Vanderlande Industries, Inc.

26
27 *Rashida Nankana*

03/23/2026

28 Plaintiff, Rashida Nankana

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Richard Castromayor 03/12/2026

Plaintiff, Richard Castromayor

Am. 03/11/2026

Plaintiff, Adrian Velasquez

Carlos Lopez 03/11/2026

Plaintiff, Carlos Lopez

AGREED AS TO FORM ONLY:

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

Marlene S. Muraco
Adam J. Fiss
Nicholas C. Lansdown
Counsel for Defendant

1 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
3 be accepted as an original. All executed counterparts and each of them will be deemed to be one
4 and the same instrument if counsel for the Parties will exchange between themselves signed
5 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
6 contents of this Agreement.

7 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
10 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 12.20. Severability. In the event that one or more of the provisions contained in this Agreement
13 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
14 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
15 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
16 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
17 Agreement.

18 12.21. Breach of Agreement. In the event that the Court determines that either Party has
19 materially breached this Agreement, the prevailing party may recover reasonable attorneys' fees
20 and costs incurred as a result of the action(s) taken to remedy the breach and enforce the
21 Settlement.

22
23 **IT IS SO AGREED:**

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25 _____
26 Plaintiff, Nelda Sanchez


27 For Defendant, Vanderlande Industries, Inc.

28 _____
Plaintiff, Rashida Nankana

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Plaintiff, Richard Castromayor

Plaintiff, Adrian Velasquez

Plaintiff, Carlos Lopez

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs



Marlene S. Muraco
Adam J. Fiss
Nicholas C. Lansdown
Counsel for Defendant

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