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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANTONIO ESPINOZA, on behalf of himself and others similarly situated, Plaintiff, v. CAL MARINE FISH COMPANY, LLC; and DOES 1 to 100, inclusive, Defendants.	CASE NO.: 22STCV20912 *Unlimited Jurisdiction* *Assigned for all purposes to the Honorable William F. Highberger, Dept. 10* **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE** Complaint Filed: June 27, 2022 Trial Date: Not Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Antonio Espinoza ("Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated employees, and Defendant JobSource Carson, Inc. ("Defendant") (collectively with Plaintiff, the "Parties").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means *Antonio Espinoza v. Cal Marine Fish Company*, No. 22STCV20912 (Los Angeles County Superior Court) and *Antonio Espinoza v. Cal Marine Fish Company*, No. 22STCV29005 (Los Angeles

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County Superior Court).

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys' fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Sixteen Thousand Six Hunderd Sixty-Six Dollars and Sixty-Seven Cents ($16,666.67). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to Twenty Thousand Dollars and Zero Cents ($20,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

3. "Class Counsel" means Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP.

4. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fifteen (15) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendant JobSource Carson, Inc. as non-exempt, hourly paid employees in the State of California at any time from June 27, 2018 through the the date that the Court grants of Preliminary Approval.

6. "Class Member Address Search" means the Settlement 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 Settlement Administrator with Class Members.

7. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, substantially in the form attached as Exhibit A.

8. "Class Period" means the period from June 27, 2018 through the date that the Court grants of

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Preliminary Approval.

9. "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative, Antonio Espinoza.

10. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class Members. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Five Thousand Dollars and Zero Cents ($5,000.00), to Plaintiff.

11. "Court" means the Los Angeles County Superior Court.

12. "Defendant" means Defendant JobSource Carson, Inc.

13. "Defendant's Counsel" means David Amaya of Fisher & Phillips, LLP.

14. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

15. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

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

17. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

18. "Gross Settlement Amount" means the Gross Settlement Amount of Fifty Thousand Dollars and Zero Cents ($50,000.00), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value. In no event will

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Defendant be liable for more than the Gross Settlement Amount except as provided in Paragraph 63 below. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

19. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Fund calculated according to the number of Workweeks worked during the Class Period.

20. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Settlement Amount calculated according to the number of Pay Periods worked during the PAGA Period.

21. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (m).

22. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments. There will be no reversion of the Net Settlement Fund to Defendant.

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

24. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

25. "Operative Complaint" means the Class Action Complaint filed in the Action on June 27, 2022, and related PAGA Representative Complaint filed on September 6, 2022.

26. "PAGA" means the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

27. "PAGA Notice" means Plaintiff's June 27, 2022, letter to Defendant and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).

28. "PAGA Members" means all persons who worked for Defendant JobSource Carson, Inc. as non-exempt, hourly paid employees in the State of California at any time from June 27, 2021 through the date that the

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Court grants of Preliminary Approval.

29. "PAGA Pay Period" means a pay period worked by a PAGA Member during the PAGA Period, which shall be calculated by taking the total number of days of employment for each PAGA Member during the PAGA Period and dividing that number by fourteen (14) and rounding up to the nearest whole number. All PAGA Members will be credited with at least one PAGA Pay Period during the PAGA Period.

30. "PAGA Period" means the period from June 27, 2021 through the the date that the Court grants of Preliminary Approval.

31. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, seventy-five percent (75%), or One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents ($1,875.00), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%), or Six Hundred Twenty-Five Dollars and Zero Cents ($625.00) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, regardless of whether they request to be excluded from the Settlement Class.

32. "Parties" means Plaintiff and Defendant collectively.

33. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

34. "Plaintiff" means Plaintiff Antonio Espinoza.

35. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

36. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including claims for violation of: (1) Cal. Lab. Code §§ 1194 and 1197 (unpaid minimum wages); (2) Cal. Lab. Code §§ 510 and 1194 (failure to pay overtime wages); (3) Cal. Lab. Code §§ 226.7 and 512 (failure to provide meal periods); (4) Cal. Lab. Code § 226.7

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(failure to authorize and permit rest periods); (5) Cal. Lab. Code § 2802 (failure to reimburse business expenses); (6) Cal. Lab. Code § 204 (failure to timely pay wages); (7) Cal. Lab. Code § 226 (failure to provide accurate itemized wage statements); (8) Cal. Lab. Code §§ 201-203 (failure to timely pay wages at termination); and (9) California Business & Profession Code §§ 17200 *et seq.* (unfair business practices).

37. "Released PAGA Claims" means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, based on alleged predicate violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698, 2699, *et. seq.,* including 2699.5, and the related applicable IWC Wage Orders that were alleged or reasonably could have been alleged based on the facts and legal theories contained in Plaintiff's PAGA Notice, arising during the PAGA Period.

38. "Released Parties" means Defendant, their past or present officers, directors, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

39. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

40. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Class Payments and/or Individual PAGA Payments, or postmark or fax Notices of Objection to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days beyond the date the Response Deadline has expired.

41. "Settlement" means the disposition of the Action effected by this Agreement and the Final Judgment.

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42. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 241 class members and 1,591 workweeks, the Settlement Administration Costs are currently estimated to be Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00).

43. "Settlement Administrator" means Phoenix Class Action Administration Solutions or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

44. "Workweeks" means a workweek worked by a Class Member during the Class Period, which shall be calculated by taking the total number of days of employment for each Class Member during the Class Period and dividing that number by seven (7) and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

45. Funding of the Gross Settlement Amount. Defendant will pay the Gross Settlement Amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) into the qualified settlement fund established by the Settlement Administrator. After Effective Date, the Gross Settlement Amount will be used for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the LWDA Payment; (d) the Class Representative Enhancement Payment; (e) Attorneys' Fees and Costs; and (f) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) days of the Effective Date.

46. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than Sixteen Thousand Six Hundred Sixty-Six Dollars

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and Sixty-Seven Cents ($16,666.67), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), which is currently estimated not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00), both of which will be paid from the Gross Settlement Amount.

47. Class Representative Enhancement Payment. In recognition of his efforts and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Five Thousand Dollars and Zero Cents ($5,000.00). Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

48. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

49. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, seventy-five percent (75%), or One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents ($1,875.00), of this sum will be paid to the LWDA and twenty-five percent (25%), or Six Hundred Twenty-Five Dollars and Zero Cents ($625.00), will be paid to PAGA Members in proportion to the number of PAGA Pay Periods worked during the PAGA Period.

50. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

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51. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members in proportion to the number of Workweeks worked during the Class Period. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

52. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

53. Individual Class Payment/Individual PAGA Payment Calculations. Individual Class/PAGA Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks and PAGA Pay Periods a Class Member/PAGA Member worked during the Class Period and PAGA Period. Specific calculations of Individual Class/PAGA Payments will be made as follows:

53(a) Payments from the Net Settlement Fund. The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Class Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Class Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Class Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion ("Participating Class Members"). If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks each Participating Class Member worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

53(b) Payments from the PAGA Fund. The Settlement Administrator will calculate the total

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number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual PAGA Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of PAGA Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Member's "Individual PAGA Payment" will be calculated by multiplying each individual PAGA Member's total number of PAGA Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Members.

54. No Credit Toward Benefit Plans. The Individual Class Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

55. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

56. Delivery of the Class List. Within ten (10) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to Settlement Administrator employees who need access to the Class List to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class List omitted class member identifying information and to provide corrected or updated Class List as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class List to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve

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any issues related to missing or omitted Class List.

57. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

58. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fourteen (14) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

59. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks and PAGA Pay Periods each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Class/PAGA Payment and the formula for calculating Individual Class/PAGA Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

60. Disputed Information on Class Notices. Class Members and PAGA Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members and PAGA Members dispute their employment dates or the number of Workweeks and/or PAGA Pay Periods on record, Class

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Members and PAGA Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided within ten (10) business days after the Response Deadline.

61. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever

date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

62. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

63. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Class Members worked approximately One Thousand Five Hundred Ninety-One (1,591) Workweeks during the Class Period. If the actual number of Workweeks during the Class Period increases by more than 10% (i.e., to more than 1,750 Workweeks), then the Gross Settlement Amount will be increased proportionally by the number of Workweeks worked in excess of 10%. For example, if the total number of Workweeks increases by 15% over 1,591 Workweeks, the Gross Settlement Amount will increase by 5%. If this provision is triggered, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Alternatively, at its option, Defendant can avoid increasing the Gross Settlement Amount by electing to end the Class Period and PAGA Period on the date by which the number of Workweeks does not exceed 1,750. Defendant shall, by and through its counsel, inform Plaintiff's Counsel no later than five court days prior to Plaintiff's hearing date for the Motion for Preliminary Approval

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whether or not the Escalator Clause has been triggered and whether it is exercising its right to limit the relevant time period in the event the Escalator Clause is triggered.

64. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

65. Releases by Participating Class Members. Upon the Effective Date and the Funding Date and after Defendant has separately paid all employer payroll taxes, and except as to such rights or claims as may be created by this Settlement Agreement, Participating Class Members, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

66. Releases by PAGA Members. Upon the Effective Date and the Funding Date and after Defendant has separately paid all employer payroll taxes, and except as to such rights or claims as may be created by this Settlement Agreement, PAGA Members and the State of California, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

67. Defendant's Right to Rescind. Defendant will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to the Final Approval Hearing, more than ten percent (10%) of Class Members validly opt out of the settlement. Defendant must exercise this right of rescission in writing to Class Counsel and the Court no later than ten (10) days after the Settlement Administrator sends the final list of Requests for Exclusion to Defendant's Counsel; late elections will have no effect. If the option to rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

68. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark or fax a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all

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objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

69. Certification Reports Regarding Individual Class/PAGA Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

70. Distribution Timing of Individual Class/PAGA Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

71. Uncashed Settlement Checks. Funds represented by Individual Class Payment and Individual PAGA Payment checks returned as undeliverable and Individual Class Payment and Individual PAGA Payment checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

72. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

73. Treatment of Individual Class/PAGA Payments. All Individual Class Payments will be allocated

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as follows: (a) twenty percent (20%) of each Individual Class Payment will be allocated as wages for which IRS Forms W-2 will be issued ("Wage Portion"); and (b) eighty percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued ("Non-Wage Portion"). The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

74. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

75. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

76. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE PARTIES (A) HAVE RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAVE NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) ARE NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO THE OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE PARTY.

77. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

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78. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

79. Preliminary Approval Hearing. Plaintiff will prepare and file a motion for preliminary approval.

79(a) Plaintiff's Responsibilities. Plaintiff 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 Plaintiff 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 Settlement 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 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/or the Settlement Administrator.

79(b) Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing the motion for preliminary approval. Plaintiff 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 Settlement Administrator.

79(c) Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for preliminary approval and/or the supporting declarations and documents, the Parties

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will expeditiously work together, by and through their respective Counsel, 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, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

80. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Class Payments and Individual PAGA Payments; (d) the LWDA Payment; and (e) all Settlement Administration Costs. Not later than sixteen (16) court days before the calendared Final Settlement Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). The Parties, by and through their respective Counsel, will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

80(a) 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 Settlement Approval Hearing, or as otherwise ordered or accepted by the Court.

80(b) Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Payment, Attorneys' Fees and Costs, and/or Settlement Administration Costs shall not constitute a material

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modification to the Agreement within the meaning of this paragraph.

81. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

82. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

83. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' agreement as to the subject matter and terms of this Settlement Agreement. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

84. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

85. Authorization to Enter into Settlement Agreement. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties, by and through their respective Counsel, will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court

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to resolve such disagreement.

86. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

87. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

88. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., Adobe Sign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

89. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

90. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

91. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

92. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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93. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant did not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

94. No Public Comment: The Parties agree that they will not, and shall direct their respective counsel to not, issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

95. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

96. Enforcement Actions. In the event that one or more of the Parties institute any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

97. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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98. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff warrants and represents that there are no liens on the Settlement Agreement.

99. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

100. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

101. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

102. No Third-Party Beneficiaries. Plaintiff, Participating Class Members, PAGA Members, the State of California, Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

103. 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.

104. 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.

105. 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 Plaintiff:

LAVI & EBRAHIMIAN, LLP
Joseph Lavi
jlavi@lelawfirm.com
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000

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To Defendant:

FISHER & PHILLIPS LLP
David Amaya
damaya@fisherphillips.com
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9631

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

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

108. IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: agosto 11, 2026

DocuSigned by:
Antonio
30D802EEC5154FD...

Antonio Espinoza

DEFENDANT

JOBSOURCE CARSON, INC.

Dated: Aug 14, 2026

Dulce Tafoya

By Its Authorized Representative

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APPROVED AS TO FORM ONLY

LAVI & EBRAHIMIAN, LLP

Dated: August 11, 2026

By: Signed by: Joseph Lavi 871E0169FCE244D...

Joseph Lavi
Vincent C. Granberry
Attorneys for Plaintiff Antonio Espinoza

FISHER & PHILLIPS LLP

Dated: Aug 14, 2026

By: David Amaya (Aug 14, 2026 11:02:25 PDT)

David Amaya

Attorneys for Defendant JOB SOURCE CARSON, INC.

Cal Marine - JobSource - Settlement Agreement (Espinoza) _FINAL

Final Audit Report 2026-08-14

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By:	Rheesa Eddings (reddings@fisherphillips.com)
Status:	Signed
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"Cal Marine - JobSource - Settlement Agreement (Espinoza) _FINAL" History

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Final Audit Report 2026-08-14

Created:	2026-08-14
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