

Attorneys for Defendant
NORTH WIND SERVICES, LLC

ALEX W. SMITH, individually, and on behalf of all others similarly situated,	)	Case No. 3:25-cv-03793-RFL
	)	(Consolidated with Case Nos. 3:25-cv-07931-
Plaintiff,	)	RFL and 3:25-cv-07935-RF)
vs.	)	
	)	
NORTH WIND SERVICES, LLC, an Alaska	)	STIPULATION AND SETTLEMENT OF
limited liability company; LAWRENCE	)	CLASS AND PAGA ACTIONS
LIVERMORE NATIONAL SECURITY, LLC,	)	
a Delaware limited liability company; and	)	
DOES 1 through 10, inclusive,	)	
	)	
Defendant.	)	

STIPULATION AND SETTLEMENT OF CLASS AND PAGA ACTIONS

1 This Stipulation and Settlement of Class Action and PAGA Claims (“Agreement”) is made
2 by and between Plaintiff Alex Smith (“Plaintiff”), in his individual capacity and on behalf of the
3 Class Members and Aggrieved Employees, on the one hand, and Defendant North Wind Services,
4 LLC (“Defendant”), on the other hand, after Plaintiff and Defendant engaged in formal discovery,
5 engaged in informal discovery, attended mediation before a well-known class and PAGA mediator,
6 and negotiated this Agreement. Plaintiff and Defendant are referred to in this Agreement collectively
7 as the “Parties,” or individually as a “Party.” Capitalized terms used herein shall have the meanings
8 set forth in Article I or as defined elsewhere in this Agreement.

9 For the consideration set forth herein, including, but not limited to, a release of claims by the
10 Participating Class Members, the California Labor Workforce Development Agency, and a general
11 release of claims by Plaintiff, Defendant agrees to pay a settlement amount of One Million, Three
12 Hundred Fifty Thousand Dollars, and Zero Cents (\$1,350,000.00) (the “Gross Settlement Amount”).

13 Now, therefore, it is stipulated and agreed by and among the undersigned Parties, subject to
14 the approval of the Court, that the Settlement of the Action shall be effectuated subject to the
15 following terms and conditions.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means collectively: (1) the putative class action lawsuit filed by Plaintiff
21 against Defendant and Lawrence Livermore National Services, LLC (“LLNS”) on February 28,
22 2025, in Alameda County Superior Court, Case No. 25CV113668, which was later removed to U.S.
23 District Court for the Northern District of California, Case No. 3:25-cv-03793-RFL (“Class Action”),
24 (2) the separate action against NWS and LLNS under California’s Private Attorneys General Act
25 (“PAGA”) in Alameda County Superior Court on July 1, 2025, Case No. 25CV129288, which was
26 later removed to U.S. District Court for the Northern District of California, Case No. 3:25-cv-07931
27 RFL and 3:25-cv-07935-RF (“PAGA Action”), and (3) the PAGA notice filed against NWS and
28 LLNS with California’s Labor Workforce Development Agency (“LWDA”) on or about February

28, 2025 (“PAGA Notice”). The Class and PAGA Actions were ordered to be consolidated on December 8, 2025, and LLNS was dismissed from the Class and PAGA Actions on December 24, 2025. The Action alleges (1) failure to pay minimum wages, Calif. Labor Code §§ 204, 1194, 1194.2 and 1197, and applicable California Industrial Welfare Commission (“IWC”) wage orders; (2) failure to pay overtime compensation Calif. Labor Code §§ 204, 510, 1174(d), 1194 and 1198, and applicable IWC wage orders; (3) failure to provide meal periods, Calif. Labor Code §§ 226.7 and 512 and applicable IWC wage orders, (4) failure to authorize and permit rest breaks, Calif. Labor Code § 226.7 and applicable IWC wage orders, (5) failure to indemnify necessary business expenses, Calif. Labor Code § 2802 and applicable IWC wage orders; (6) failure to timely pay final wages at termination, Calif. Labor Code §§ 201-203, (7) failure to provide accurate itemize wage statements, Calif. Labor Code § 226 and applicable IWC wage orders, (8) unfair business practices, Calif. Bus. and Prof. Code §§ 17200 *et. seq.*, and (9) a claim for civil penalties under PAGA, Cal. Labor Code §§ 2698 *et. seq.* Plaintiff also sought interest and reasonable attorneys’ fees and costs pursuant to Calif. Labor Code §§ 218.5, 218.6 and 1194, and California Code of Civil Procedure § 1021.5. Plaintiff’s PAGA Notice also seeks penalties under California Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1.

b. “Aggrieved Employees” means all current and former non-exempt hourly employees of NWS who performed services for LLNS in California at any time during the PAGA Period.

c. “Agreement” means this Stipulation and Settlement of Class Action and PAGA Claims, including any attached Exhibit(s).

d. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s litigation and resolution of this Action (not to exceed one-third of the Gross Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

e. “Check-Cashing Period” means the period of 180 days after the date each of the Individual Settlement Payment checks are issued.

f. “Claims and Allegations at Issue” means all of the claims and allegations asserted in this Action, as defined above, including the Class Action, PAGA Action, and PAGA Notice.

g. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

1 Seung L. Yang
2 Tiffany Hyun
3 Andrew Weaver
4 THE SENTINEL FIRM, APC
5 707 Wilshire Blvd, Suite 4700
6 Los Angeles, California 90017T: (213) 985-1150
7 E: seung.yang@thesentinfirm.com, aweaver@thesentinfirm.com,
8 tiffany.hyun@thesentinfirm.com

9 h. "Class List" means a list based on Defendant's business records that identifies each
10 Class Member's name, last known home or mailing address, Social Security number or, as
11 applicable, other taxpayer identification number, the number of Qualifying Workweeks worked
12 during the Class Period (calculated by Defendant and sent to the Settlement Administrator), and the
13 number of Qualifying Pay Periods worked during the PAGA Period (calculated by Defendant and
14 sent to the Settlement Administrator).

15 i. "Class Members" means all current and former non-exempt hourly employees of
16 NWS who performed services for LLNS in California during the Class Period.

17 j. "Class Notice" means the Court approved Notice of Class Action Settlement and
18 Hearing Date for Final Court Approval, to be mailed to Class Members in English in the form,
19 without material variation (unless as modified as directed by the Court), attached as **Exhibit A**.

20 k. "Class Period" means February 28, 2021, through the date of preliminary approval
21 by the court unless modified by Section 3.06 of this Agreement.

22 l. "Class Representative" means Alex W. Smith, the named Plaintiff in the operative
23 complaint in this Action seeking Court approval to serve as a Class Representative.

24 m. "Court" means the U.S. District Court for the Northern District of California, where
25 the Action is currently pending.

26 n. "Defendant" means North Wind Services, LLC.

27 o. "Defense Counsel" means counsel for Defendant, who are:

28 Alison L. Tsao
Marianne C. Koepf
CDF LABOR LAW LLP
601 Montgomery Street, Suite 333
San Francisco, California 94111
T: (415) 981-3233
E: atsao@cdflaborlaw.com
mkoepf@cdflaborlaw.com

1 p. "Effective Date" of this Settlement means the later of the following: (i) if there are
2 no objections to the Settlement, then the sixty-first (61st) day after service of notice of entry of the
3 Judgment entered by the Court; (ii) if there are objections to the Settlement, and if an appeal, review
4 or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of
5 the Judgment; or (iii) if an appeal, review or writ is sought from the Judgment, the date upon which
6 all appellate and/or other proceedings resulting from the appeal, review or writ have been finally
7 terminated in such a manner as to permit the Judgment to take effect in substantially the form
8 described herein.

9 q. "Final Fairness and Approval Hearing" means the hearing to be conducted by the
10 Court to determine whether to finally approve and implement the Settlement pursuant to the terms
11 of this Agreement.

12 r. "Final Order" means the final order signed by the Court following the Final Fairness
13 and Approval Hearing in accordance with the terms herein, approving this Agreement.

14 s. "Gross Settlement Amount" means the settlement amount of One Million Three
15 Hundred Fifty Thousand Dollars and Zero Cents (\$1.350,000.00) which Defendant shall pay in
16 connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual
17 Settlement Payments, Attorneys' Fees and Costs, the Service Award, Settlement Administration
18 Costs, and the LWDA Payment. The Employer's Share of Payroll Taxes will be paid separately and
19 in addition to the Gross Settlement Amount.

20 t. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll taxes,
21 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments
22 that constitutes wages.

23 u. "Individual Class Settlement Payment" means each Participating Class Member's pro
24 rata share of the Net Settlement Amount calculated according to the number of Workweeks the Class
25 Member worked during the Class Period.

26 v. "Individual PAGA Settlement Payment" means each Aggrieved Employee's pro rata
27 share of 35% of the PAGA Penalties, calculated according to the number of Pay Periods the
28 Aggrieved Employee worked during the PAGA Period.

- 1 w. “LWDA” means the California Labor and Workforce Development Agency.
- 2 x. “LWDA Payment” means the portion of the PAGA Payment payable to the LWDA.
- 3 y. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
4 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
5 the Settlement Agreement as set forth in this Agreement, to conduct a Final Fairness and Approval
6 Hearing, and to enter a Final Order in this Action.
- 7 z. “Motion for Preliminary Approval” means Plaintiff’s written motion, including any
8 evidence as may be required for the Court to grant preliminary approval of the Settlement
9 Agreement, including as required Rule 23 of the Federal Rules of Civil Procedure and the Northern
10 District’s Procedural Guidance for Class Action Settlements.
- 11 aa. “Net Settlement Amount” means the Gross Settlement Amount less the amount
12 allocated to Settlement Administration Costs, Attorneys’ Fees and Costs, Service Payment, and the
13 PAGA Payment.
- 14 bb. “Objection” means the Class Member’s timely submission of a written objection
15 notice to the Class Settlement, which must explain the reason for the objection and be signed by the
16 Class Member.
- 17 cc. “Operative Complaint” means the Class Complaint filed by Plaintiff against
18 Defendant on February 28, 2025, which was consolidated with the PAGA Complaint filed by
19 Plaintiff against Defendant on July 1, 2025.
- 20 dd. “PAGA” means the California Private Attorneys General Act of 2004, which is
21 codified in California Labor Code §§ 2698, *et seq.*
- 22 ee. “PAGA Payment” means the amount payable from the Gross Settlement Amount to
23 resolve the PAGA claim alleged in the Action, of which sixty-five percent (65%) shall be paid to the
24 LWDA and thirty-five percent (35%) shall be paid to Aggrieved Employees.
- 25 ff. “PAGA Period” means the period from April 27, 2024, through the date of
26 preliminary approval.
- 27 gg. “Participating Class Member” means a Class Member who does not timely request to
28 be excluded from the Settlement and will therefore receive a share of the Net Settlement Amount.

1 hh. “Preliminary Approval Date” means the date the Court preliminarily approves the
2 Settlement in accordance with the terms of this Agreement.

3 ii. “Preliminary Approval Order” means the order the Court enters approving and
4 authorizing the mailing of the Notice by the Settlement Administrator, setting the date of the Final
5 Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth in this
6 Agreement, among other things.

7 jj. “Qualifying Pay Periods” means any pay period during which an Aggrieved
8 Employee worked at least one day for Defendant as a non-exempt hourly employee in California
9 during the PAGA Period.

10 kk. “Qualifying Workweeks” means any week during which a Class Member worked at
11 least one day for Defendant as a non-exempt hourly employee in California during the Class Period.

12 ll. “Released Class Claims” means the claims being released as described in Section
13 4.01, below.

14 mm. “Released PAGA Claims” means the claims being released as described in Section
15 4.02, below.

16 nn. “Released Parties” are defined in Section 4.01, below.

17 oo. “Request for Exclusion “ means the Class Member’s timely submission of a written
18 request to be excluded from the Class Settlement signed by the Class Member, which need only
19 include their name, last four digits of his/her Social Security Number (to verify identity), identify the
20 case as Smith v. North Wind Services, LLC, and generally state that they request exclusion from the
21 class and do not wish to participate in the settlement, or words to that effect.

22 pp. “Service Award” means a monetary award subject to Court approval of up to Ten
23 Thousand Dollars and Zero Cents (\$10,000.00) that will be paid to Plaintiff pursuant to Section
24 3.06(e) of this Agreement.

25 qq. “Settlement” means the final resolution and disposition of the Action pursuant to this
26 Agreement.

27 rr. “Settlement Administration Costs” means all costs (not to exceed \$15,000.00)
28 incurred by the Settlement Administrator in administering the Settlement, including, but not limited

to, the following: (i) printing, mailing and re-mailing (if necessary) of Class Notices to Class Members in English; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Service Award, Attorneys' Fees and Costs, and the LWDA Payment; (iv) processing and validating Requests for Exclusions and Notices of Objection; (v) establishing a Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; and (vii) maintenance of a settlement website that lists key deadlines and has links to key documents.

ss. "Settlement Administrator" means Apex Class Action, LLC which will be responsible for the administration of the Settlement pursuant to the terms of this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation to Class Certification for Settlement Purposes

The Parties agree that the Action will be stayed until the requests for preliminary and final approval of the Settlement are either granted or denied, except to proceed with those motions. Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Operative Complaint for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Action. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court.

Section 2.02: Continued Best Efforts to Obtain Court Approval of Settlement

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement in accordance with the terms of this Agreement and shall use their respective best efforts to obtain Court approval and to implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for

1 Final Approval and instead addresses issues/concerns with the filed motion, the Parties agree to meet
2 and confer to address the Court's concerns.

3 **Section 2.03: Effect of Non-Occurrence of Effective Date**

4 If the Effective Date does not occur, the Parties agree as follows:

- 5 (a) Any conditional certification of the Class will be vacated and Plaintiff,
6 Defendant, and the Class will be returned to their positions with respect to the
7 Action as if this Agreement had not been entered into. Any Settlement
8 Administration costs incurred to that point will be split by the Parties.
9 However, if Defendant exercises its option to terminate this Settlement (as
10 addressed in Section 3.04(c)), Defendant shall be responsible for the full
11 amount of Settlement Administration Costs incurred up to the date of
12 termination.
- 13 (b) Any orders of the Court preliminarily or finally approving certification of any
14 class contemplated by this Agreement shall be null, void, and vacated, and
15 shall not be used or cited thereafter by any person or entity.
- 16 (c) The fact that the Parties were willing to stipulate to certification for the
17 purposes of this Agreement shall have no bearing on, nor be admissible in
18 connection with, the issue of certification of the Class with respect to any
19 cause of action alleged in the Action.
- 20 (d) The fact of the settlement terms reflected in this Agreement and the fact that
21 Defendant did not oppose the certification of a Class under this Agreement or
22 that the Court preliminarily approved the certification of the Class shall not be
23 used or cited thereafter by any person or entity in any manner whatsoever,
24 including without limitation any contested proceeding relating to the
25 certification of any class.
- 26 (e) This Agreement shall be deemed null and void, shall be of no force or effect
27 whatsoever, and shall not be referred to or used for any purpose whatsoever
28 (except as addressed in this Section regarding costs and agreements).

1 **ARTICLE III**

2 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

3 The procedure for obtaining Court approval of and implementing this Agreement shall be as
4 follows:

5 **Section 3.01: Preliminary Approval and Conditional Class Certification**

6 Plaintiff will submit the Motion for Preliminary Approval along with this Agreement to the
7 Court for preliminary approval to be heard by the Court no later than September 17, 2026. Plaintiff's
8 Motion for Preliminary Approval will request an order conditionally certifying the Class. The Motion
9 for Preliminary Approval will request a hearing date for the Final Fairness and Approval Hearing to
10 be included in the Preliminary Approval Order. Defendant will not oppose the Motion for
11 Preliminary Approval. At least five (5) business days prior to submission of Plaintiff's Motion for
12 Preliminary Approval, Plaintiff's counsel will prepare and deliver to Defense Counsel a draft of the
13 Motion for Preliminary Approval papers for counsel's review, including a draft of the notice,
14 memorandum in support, and any supporting declarations. Any proposed changes or revisions shall
15 be incorporated by Class Counsel to the extent Class Counsel deems them reasonable. However, if
16 Class Counsel chooses not to incorporate Defendant's requested changes or revisions, Defendant
17 reserves the right to file an objection and/or opposition to Plaintiff's Motion for Preliminary Approval
18 of the parties' Settlement.

19 **Section 3.02: The Settlement Administrator**

20 Plaintiff has sought bids from two settlement administrators agreed upon by Defendant to
21 administer the settlement. The Parties have chosen Apex Class Action, LLC to administer the
22 Settlement pursuant to this Agreement and to act as the Settlement Administrator. The Settlement
23 Administrator shall perform all functions required under this Agreement and take necessary steps to
24 effectuate the Settlement, including, but not limited to, the following: distributing and responding to
25 inquiries about the Class Notice; determining the validity of any Requests for Exclusion and/or notice
26 of Objection; calculating the Net Settlement Amount and the Individual Settlement Payments;
27 issuing the Individual Settlement Payment checks and distributing them to Participating Class
28 Members and Aggrieved Employees; issuing the PAGA Payment to the LWDA; and issuing payment

1 to Class Counsel for Attorneys' Fees and Costs, to Plaintiff for his Service Award, and to the
2 appropriate taxing authorities for the Employer's Share of Payroll Taxes. The Settlement
3 Administrator shall provide Class Counsel with estimated average of the recovery for the Class
4 Members, and the high and low ranges. To protect Class Members' privacy rights, the Settlement
5 Administrator shall maintain any and all Class Member identifying information provided to it by
6 Defendant ("Class Data") in confidence, use the Class Data only for purposes of this Settlement and
7 for no other purpose, and restrict access to the Class Data to Administrator employees who need
8 access to the Class Data to effectuate the terms of this Agreement. The Settlement Administrator has
9 a continuing duty to immediately notify Defense Counsel if it discovers the confidentiality of the
10 Class Data has been breached.

11 **Section 3.03: Notice to Class Members**

12 No later than twenty-one (21) days after the Preliminary Approval Date, Defendant will
13 provide the Settlement Administrator with the Class List.

14 Within ten (10) calendar days of receiving the Class List from Defendant, the Settlement
15 Administrator will send Class Members, by first-class mail, at their last known addresses, the Court
16 approved Class Notice. The Class Notice will include a calculation of each Class Member's estimated
17 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
18 mailing of the Class Notice to postmark objections or Requests for Exclusion. Prior to the initial
19 mailing, the Settlement Administrator will check all Class Member addresses against the National
20 Change of Address database and shall update any addresses before mailing. Class Members shall not
21 be required to submit claim forms in order to receive their share of the Net Settlement Amount.

22 If a Class Notice is returned with a forwarding address, the Settlement Administrator shall
23 re-mail the Class Notice to the forwarding address. With respect to each Class Member whose Notice
24 is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall
25 promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on a
26 database such as LexisNexis based on set criteria and, if another address is identified, shall mail the
27 Notice Packet to the newly identified address. It is the intent of the Parties that reasonable means be
28 used to locate Class Members and that the Settlement Administrator be given discretion to take steps

1 in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to
2 the Participating Class Members.

3 If a Class Member's Notice is re-mailed, the Class Member shall have twenty (20) days from
4 the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, to
5 postmark objections or requests for exclusion. If the Class Notice is re-mailed, the Settlement
6 Administrator will note for its own records and notify Class Counsel and Defense Counsel as part of
7 a weekly status report provided to the Parties.

8 In the event a Class Notice remains undeliverable forty-five (45) days after its initial mailing
9 or twenty (20) days after re-mailing, the Settlement Administrator will not mail the Class Member's
10 Individual Settlement Payment. The Settlement Administrator will hold the Class Member's
11 Individual Settlement Payment during the Check-Cashing Period on behalf of the Class Member. If,
12 at the conclusion of the Check-Cashing Period, the Class Member's Notice and Individual Settlement
13 Payment remain undeliverable, the Settlement Administrator will deliver the monies represented by
14 the check to the State of California's State Controller Unclaimed Property Fund with an identification
15 of the amount of unclaimed funds attributable to each Class Member.

16 No later than thirty (30) court days prior to the Final Fairness and Approval Hearing, the
17 Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration
18 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
19 for and re-sending of any returned Notice Packets, as well as the number of requests for exclusion
20 and objections that the Settlement Administrator received.

21 If the Final Fairness and Approval Hearing is continued for any reason, the Settlement
22 Administrator will update its website for this matter to note the new date, time, and location of the
23 Final Fairness and Approval Hearing.

24 **Section 3.04: Responses to Notice**

25 **a. Settlement Terms Bind All Class Members Who Do Not Submit a Timely**
26 **Request for Exclusion**

27 Any Class Member who does not affirmatively opt out of the Settlement by submitting a
28 timely Request for Exclusion will be bound by all of its terms including those pertaining to the

Released Class Claims and Released PAGA Claims, as well as any Final Order that may be entered by the Court if it grants final approval of the Settlement. However, any Aggrieved Employee who opts out of the Settlement will still be releasing the PAGA Released Claims.

b. Class Member Disputes

If a Class Member/Aggrieved Employee disputes the Individual Settlement Payment Amount or basis thereof, the Class Member/Aggrieved Employee may produce evidence to the Settlement Administrator for the Class/PAGA Period. In order for the dispute to be considered, s/he must follow the directions on the Notice of Class Action Settlement.

Written notice of the dispute must be received by the Settlement Administrator within 45 calendar days of the mailing or twenty (20) days of re-mailing of the Notice. The date of mailing of the Notice by the Settlement Administrator to the Class Member, and the date the notice of dispute was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Upon the timely receipt of any dispute, the Settlement Administrator will notify Defense Counsel in writing (email constitutes a writing for this purpose) of the dispute within three (3) business days of receipt. Defendant's records will be presumed determinative, absent evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and make the final decision as to the validity of such evidence.

c. Requests for Exclusion from Class Members

By entering into this Agreement, Plaintiff agrees that he will not request exclusion from the Class. Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must send the Administrator by mail, a Request for Exclusion that must be signed by the Class Member or his or her authorized representative, include the last four digits of his/ Social Security Number (to verify his/her identity) and identify the case as Smith v. North Wind Services, LLC, postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially mails the Notice Packet to the Class Members, or twenty (20) days after the Settlement Administrator re-mails a Notice Packet. The Class Notice shall contain instructions on how to validly exclude oneself from the Class and this Settlement, but the Request for Exclusion must just state that they request exclusion from the class and do not wish to participate in the settlement, or words to that effect. The date of

1 the initial mailing of the Class Notice, or re-mailing of the Class Notice, and the date the signed
2 Request for Exclusion was postmarked, shall be conclusively determined according to the records of
3 the Settlement Administrator. Any Class Member who is timely and validly submits a Request for
4 Exclusion will not be entitled to any Individual Settlement Payment from the Net Settlement Amount,
5 will not be bound by the terms and conditions of this Agreement, and will not have any right to
6 object, appeal, or comment thereon. However, even if Class Members validly opt out of the
7 Settlement, they will still be entitled to a portion of the employees' share of the PAGA Payment if
8 the Class Member also qualifies as an Aggrieved Employee. The Parties agree that the Court's
9 approval of the Settlement Payment, inclusive of the settlement and release pertaining to the PAGA
10 claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the fullest
11 extent of the law.

12 Any Class Member who fails to timely submit a Request for Exclusion shall automatically
13 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action
14 are determined by the Court's Final Order, and by the other rulings in the Action. Thus, said Class
15 Member's rights to pursue any claims covered by the Action and/or released in this Agreement will
16 be extinguished.

17 Defendant has the unilateral right to void this Agreement in the event more than ten percent
18 (10%) of Class Members opt out of the Settlement. Defendant must notify Class Counsel and the
19 Court whether it is exercising this right to void no later than fourteen (14) days after the end of the
20 class notice period and the Settlement Administrator notifies the Parties of the total number of valid
21 Request for Exclusion Forms it has received. If Defendant exercises this option, it must pay for any
22 costs incurred by the Settlement Administrator.

23 **d. Objections to Settlement**

24 Class Members may object to the Settlement by submitting to the Settlement Administrator
25 his or her notice of Objection or by appearing at the Final Fairness and Approval Hearing to explain
26 their objection(s). In order for a Class Member to object to this Agreement, or any term of it, the
27 Class Member must not submit a Request for Exclusion notice (*i.e.*, must not opt out). The Objection
28 notice must include the Class Member's full name, address and telephone number, and a written

1 statement of the grounds of objection, and be signed by the objecting Class Member or his or her
2 attorney, along with all supporting papers for the objection as applicable (such as documents showing
3 that the number of workweeks calculated is incorrect). Settlement Class Members who fail to make
4 objections in the manner specified above shall be deemed to have waived any objections and shall
5 be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

6 The notice of Objection and supporting papers must be sent to the Court by mail/fax no later
7 than forty-five (45) days after the Class Notice was initially mailed or twenty (20) days of re-mailing
8 to the Class Members. All written objections and supporting papers must (a) clearly identify the case
9 name and number, *Alex Smith v. North Wind Services, LLC*, Case No. 3:25-cv-03793-RFL (b) be
10 submitted to the Court either by filing them electronically or in person at any location of the United
11 States District Court for the Northern District of California or by mailing them to the Class Action
12 Clerk, United States District Court for the Northern District of California, Phillip Burton Federal
13 Building, 450 Golden Gate Avenue, San Francisco, CA 94102, and postmarked on or before forty-
14 five (45) days from the date of mailing of the Class Notice.

15 The Court retains final authority with respect to the consideration and admissibility of any
16 Class Member objections.

17 **e. Encouragement of Class Members**

18 The Parties, Class Counsel, and Defense Counsel shall not, directly or indirectly, through any
19 person, encourage or solicit any Class Member to exclude himself or herself from this Settlement
20 (opt out) or to object to the Settlement. However, nothing in this Agreement shall bar or prohibit
21 any Party, Class Counsel, or Defense Counsel from responding to questions from Class Members
22 concerning this Settlement.

23 **Section 3.05: Final Fairness and Approval Hearing**

24 The Final Fairness and Approval Hearing shall be held before the Court in order to (1) review
25 this Agreement and determine whether the Court should grant final approval pursuant to the Motion
26 for Final Approval, and (2) consider any timely objections made pursuant to Section 3.04(d), above,
27 and any responses from the Parties to such objections. At the Final Fairness and Approval Hearing,
28 the Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court

1 a proposed Final Order and Judgment.

2 **Section 3.06: Settlement Payment Procedures**

3 **a. Funding the Settlement Amount**

4 In exchange for the releases set forth in this Agreement and subject to the terms and
5 conditions set forth herein, Defendant agrees to pay the Gross Settlement Amount (“GSA”) of One
6 Million Three Hundred Fifty-Thousand Dollars and Zero Cents (\$1,350,000.00) on a non-
7 reversionary basis. The Gross Settlement Amount includes Individual Settlement Payments to
8 Participating Class Members and Aggrieved Employees, Settlement Administration Costs,
9 Attorneys’ Fees and Costs, a Service Payment, and the LWDA Payment. Defendant will separately
10 pay the costs of the employer-side taxes due on the wage portion of the settlement paid to
11 Participating Class Members.

12 The GSA is based on 89,839 estimated workweeks during the putative class period from
13 February 28, 2021, through May 31, 2026. If the number of workweeks exceed 89,839 by more
14 than 15% prior to this Court’s preliminary approval of the settlement, the Class and PAGA release
15 periods will end on the last date of the pay period when the 15% threshold is exceeded.

16 Defendant agrees to pay the Gross Settlement Amount to the Settlement Administrator within
17 15 days of the Effective Date of the Settlement. In no event shall Defendant be required to pay more
18 than the Gross Settlement Amount.

19 The Individual Settlement Payments shall be made within fourteen (14) calendar days after
20 the Settlement Administrator receives the Payment from Defendant. The Attorneys’ Fees awarded
21 to Plaintiff’s counsel by the Court, all of the Costs awarded to Plaintiff’s counsel by the Court, any
22 Service Award to Plaintiff, the Settlement Administrator costs, and the payment to the LWDA, shall
23 be made within fourteen (14) calendar days after the Settlement Administrator receives the Payment
24 from Defendant, contingent upon approval and order by the Court.

25 **b. Payment of Attorneys’ Fees and Costs**

26 Class Counsel shall apply for an award of attorneys’ fees of up to one-third (33 and 1/3%) of
27 the Gross Settlement Amount, which is Four Hundred and Fifty-Thousand Dollars (\$450,000.00). In
28 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs

1 associated with Class Counsel's prosecution of the Action not to exceed Thirty Thousand Dollars
2 (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
3 Fairness and Approval Hearing. Defendant will not object to or oppose Plaintiff's application for
4 these amounts. Class Counsel shall be paid any Court-awarded attorneys' fees and costs as provided
5 in this Section. The Court's approval of attorneys' fees and/or costs in an amount less than that
6 requested by Class Counsel shall not invalidate this Agreement.

7 The Attorneys' Fees and Costs approved by the Court shall encompass all work performed
8 and all costs and expenses related to the investigation, prosecution, and settlement of the Action
9 incurred through the Effective Date. To the extent that the Court approves less than the amounts of
10 attorneys' fees and/or costs that Class Counsel requests, the difference between the requested and
11 awarded amounts will be reallocated to the Net Settlement Amount.

12 **c. Payment of Settlement Administration Costs**

13 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
14 shall not constitute payment to any Participating Class Member. Class Counsel will submit an
15 application for Court approval for an allocation of Settlement Administration Costs no greater than
16 Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Defendant will not object to or oppose
17 Plaintiff's application for this amount. To the extent there are unused funds of this cost allocation,
18 such funds will be reallocated to the Net Settlement Amount. The Settlement Administration costs
19 shall be paid in accordance with this Section.

20 **d. Service Award to Plaintiff**

21 Subject to Court approval, Plaintiff shall receive a Service Award of up to Ten Thousand
22 Dollars and Zero Cents (\$10,000) for his services as class representative and in exchange for a general
23 release of Plaintiff's claims. Defendant will not oppose this request. The Service Award will be paid
24 from the Gross Settlement Amount and is not allocated as payment to any Participating Class
25 Member. Plaintiff shall be paid the Court-awarded Service Award in accordance with this Section.
26 To the extent that the Court approves less than the amount of the Service Award that Plaintiff has
27 requested, the difference between the requested and awarded amount will be reallocated to the Net
28 Settlement Amount.

1 Because it is the intent of the Parties that the Service Award represents payment to Plaintiff
2 for services performed on behalf of the Class Members and not to be considered wages, the
3 Settlement Administrator will not withhold any taxes from the Service Award. The Service Award
4 will be reported on an IRS Form 1099, which the Settlement Administrator will provide to Plaintiff
5 and to the pertinent taxing authorities as required by law.

6 **a. LWDA Payment**

7 In consideration of claims alleged under PAGA, Class Counsel will request that the Court
8 approve allocation of Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000.00) of the
9 Gross Settlement Amount as PAGA penalties. Sixty-five percent (65%), or One Hundred Seventy-
10 Five Thousand Five Hundred Dollars and Zero Cents (\$175,500.00), of this amount will be paid to
11 the LWDA, and thirty-five percent (35%), or Ninety-Four Thousand Five Hundred Dollars
12 (\$94,500.00) will be allocated to the Net Settlement Amount for distribution to Aggrieved
13 Employees. Defendant will not oppose this request for allocation and distribution of payments under
14 this Section 3.06(f). The Court's adjustment, if any, of the amount allocated as PAGA penalties will
15 not invalidate this Agreement, as long as the Gross Settlement Amount does not exceed
16 \$1,350,000.00, with the exception of the payment of employer-side taxes on the wage portion of
17 Individual Settlement Payments to Participating Class Members.

18 **g. PAGA Payments to Aggrieved Employees**

19 If a Class Member requests exclusion from the Settlement, the Class Member is still entitled
20 to his or her share of the employees' portion of the PAGA Payment if he/she is an Aggrieved
21 Employee, which will be determined on a pro rata basis based upon the number of pay periods that
22 the Aggrieved Employee worked during the PAGA Period. The Parties agree that the Court's
23 approval of the Settlement Payment, inclusive of the settlement and release pertaining to the PAGA
24 claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the fullest
25 extent of the law.

26 **h. Individual Settlement Payments to Participating Class Members**

27 The Parties agree that the Net Settlement Amount shall be used to fund Individual Class
28 Settlement Payments and Individual PAGA Settlement Payments (collectively, "Individual

Settlement Payments”). The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of Qualifying Workweeks for each Class Member. To calculate the amount each Participating Class Member will receive, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all Participating Class Members during the Class Period to determine the base dollar amount per Qualifying Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks for each Participating Class Member by the base dollar amount. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Qualifying Pay Periods during the PAGA Period. The Settlement Administrator shall disperse Individual Settlement Payments to Participating Class Members in compliance with Section 3.06 (a) above.

Each Individual Settlement Payment will represent wages, penalties, expenses and interest allocated using the following formula: twenty percent (20%) allocated to wages (with legally required tax withholding) and eighty percent (80%) allocated to penalties, expenses and interest.

Based on the information contained in the Class List, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each Participating Class Member based on the formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to wages and interest and penalties based on the formula specified above, (d) the Employer’s Share of Payroll Taxes; and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

Individual Settlement Payments allocated to wages will be reduced by applicable employee withholdings, and the Settlement Administrator will issue IRS Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue IRS Form 1099 for the interest, expenses and penalty portions of the Individual Settlement Payments.

Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their settlement checks.

i. Distribution of the Gross Settlement Amount

The Settlement Administrator will distribute the Individual Settlement Payments to

1 Participating Class Members in accordance with Section 3.06(a) above. If Individual Settlement
2 Payments are returned to the Settlement Administrator as undeliverable, the Settlement
3 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
4 a mass search on a database such as LexisNexis based on set criteria and, if another address is
5 identified, shall mail the check to the newly identified address. If the Settlement Administrator is
6 unable to obtain a valid mailing address or if any funds representing Individual Settlement Payments
7 remain uncashed upon the expiration of the Check-Cashing Period, the Settlement Administrator will
8 deliver the monies represented by the check to the State of California's State Controller Unclaimed
9 Property Fund with an identification of the amount of unclaimed funds attributable to each Class
10 Member.

11 **j. No Credit Toward Benefit Plans**

12 The Individual Settlement Payments made to Participating Class Members under this
13 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
14 calculate any additional benefits under any benefit plans to which any Class Members may be
15 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
16 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
17 intent that this Agreement will not affect any rights, contributions, or amounts to which any Class
18 Members may be entitled under any benefit plans.

19 **ARTICLE IV**

20 **RELEASES**

21 **Section 4.01: Releases by Participating Class Members and Plaintiff**

22 a. February 28, 2021 through the date of preliminary approval of the settlement is the
23 "Settlement Class Release Period", unless it ends sooner as provided in Section 3.06 (a). During the
24 Settlement Class Release Period, Plaintiff and Participating Class Members will release the Released
25 Parties (defined in this paragraph below) from all claims under federal, state or local law, that were
26 asserted or could have been asserted based on the facts, claims, and theories expressly pleaded in the
27 Class Action Complaint; the facts, claims or theories expressly raised in Plaintiff's PAGA Complaint
28 or notice to the LWDA dated July 1, 2025, regarding Defendant; and/or any facts, claims or theories

1 arising under any applicable IWC Wage Orders, including claims for: (1) failure to pay minimum
2 wages for all hours worked; (2) failure to pay overtime wages (based on theories including but not
3 limited to off-the-clock work and failure to pay overtime pay at the regular rate of pay), (3) failure
4 to provide meal periods or pay meal period premiums at the regular rate of pay in lieu of receiving a
5 compliant meal periods, (4) failure to provide rest periods or pay rest period premiums at the regular
6 rate of pay in lieu of receiving a compliant meal period, (5) failure to timely pay wages during
7 employment, (6) failure to pay all wages owing at the end of employment, (7) failure to provide
8 accurate wage statements; (8) failure to maintain accurate time and payroll records; (8) unreimbursed
9 business expenses, (9) violations of the Unfair Competition Law, Calif. Bus. & Prof. Code §§17200
10 *et. seq.* (“UCL”), (10) claims for interest, reasonable attorneys’ fees and costs under Calif. Labor
11 Code §§ 218.5, 218.6 and 1194, and California Code of Civil Procedure § 1021.5 and (11) claims
12 for statutory or civil penalties under Calif. Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1.
13 (“Released Class Claims”).

14 Plaintiff and Participating Class Members will waive and release the Released Class Claims
15 against Defendant, together with its current and former owners, members, officers, directors,
16 managers, employees and agents, as well as any parent companies, affiliates companies,
17 predecessors, clients (specifically, LLNS), and successors, and each of their current and former
18 owners, members, officers, directors, managers, employees and agents (collectively, including
19 Defendant, the “Released Parties”).

20 **Section 4.02: PAGA Release by Aggrieved Employees, the LWDA and Plaintiff**

21 b. April 27, 2024, through the date of preliminary approval of the settlement is the
22 “PAGA Release Period”, unless it ends sooner as provided in Section 3.06(a). In addition to the
23 release set forth in Section 4.01 above, for the PAGA Release Period, Plaintiff, on behalf of himself
24 and as an agent and proxy on behalf of the LWDA, and the Aggrieved Employees, shall release the
25 Released Parties from any and all claims and/or causes of action under the PAGA that were asserted
26 or could have been asserted based upon the facts, claims and theories expressly pleaded in the PAGA
27 Action Complaint, and/or any facts, claims, or theories set forth in the PAGA Notice against
28 Defendant dated February 28, 2025, including but not limited to, claims for civil penalties for alleged

1 Labor Code violations under the PAGA, including the alleged (1) failure to pay minimum wages for
2 all hours worked; (2) failure to pay overtime wages (based on theories including but not limited to
3 off-the-clock work and failure to pay overtime pay at the regular rate of pay), (3) failure to provide
4 meal periods or pay meal period premiums at the regular rate of pay in lieu of receiving a compliant
5 meal periods, (4) failure to provide rest periods or pay rest period premiums at the regular rate of
6 pay in lieu of receiving a compliant meal period, (5) failure to timely pay wages during employment,
7 (6) failure to pay all wages owing at the end of employment, (7) failure to provide accurate wage
8 statements; (8) failure to maintain accurate time and payroll records; (8) unreimbursed business
9 expenses, (9) claims for interest, reasonable attorneys' fees and costs under PAGA, and (10) claims
10 for civil penalties under Calif. Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1 and 2699 ("Released
11 PAGA Claims"). All Aggrieved Employees will receive a portion of the settlement designated as
12 the Aggrieved Employees' portion of the PAGA Penalty, regardless of if such Aggrieved Employees
13 exclude themselves or opt-out of the Settlement Class. The Parties agree that the Court's approval
14 of the Settlement, inclusive of the settlement and release by Plaintiff, the LWDA and the Aggrieved
15 Employees pertaining to the PAGA claim, shall be entitled to res judicata, issue preclusion, and claim
16 preclusion effect to the fullest extent of the law.

17 **a. Section 4.03: General Release by Plaintiff**

18 For and during the Settlement Class Release Period, Plaintiff, for himself, his heirs,
19 successors, and assigns, waive, release, acquit, and forever discharges the Released Parties from any
20 and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising
21 from Plaintiff's employment with Defendant, whether known or unknown, which exist or may exist
22 as of the Parties' execution of this Agreement.

23 Section 1542 of the California Civil Code provides as follows:

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

28 Plaintiff's general release provided herein is made with an express waiver and relinquishment of any

claim, right, or benefit under California Civil Code § 1542. Plaintiff warrants that they have read this Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel about this Agreement and specifically about the waiver of § 1542, and that Plaintiff understands this Agreement and the § 1542 waiver, and so they freely and knowingly enter into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts.

Section 4.04: Plaintiff's Employment

It is understood that by entering into this Agreement, the Parties agree that Plaintiff's employment with Defendant has ended. It is Defendant's position that it had legitimate, non-discriminatory and non-retaliatory reasons for ending the employment relationship.

Section 4.05: No Additional Attorneys' Fees or Costs

Except for the allocation of attorneys' fees and costs from the Gross Settlement Amount set forth herein, the Parties agree to bear their own attorneys' fees and costs related to this Action.

Section 4.06: Inapplicability of California Labor Code 206.5

The Participating Class Members, including Plaintiff, shall be deemed to have acknowledged and agreed that there is a bona fide dispute as to their claim for wages and/or penalties and/or any other recovery solely in connection with this Action, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them solely from the claims alleged in the Action. Participating Class Members, including Plaintiff, shall be deemed to have acknowledged and agreed that Labor Code section 206.5 does not apply to any such payments. That section provides in pertinent part as follows: **"No employer shall require the execution of any release of any claim or right on account of wage due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."** Each Participating Class Member shall be deemed to have made the foregoing Release as if by manually signing it. This section in no way limits the releases set forth in Sections 4.01, 4.02 and 4.03, above.

1 **ARTICLE V**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 5.01: No Admission**

4 Defendant disputes the allegations in the Action and contends that, but for this Settlement, a
5 Class should not have been certified in the Action. This Agreement is entered into solely for the
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
7 construed as an admission of liability or wrongdoing by Defendant. The Parties enter into this
8 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and
9 risk of continued litigation. In entering into this Agreement, Defendant does not admit—and in fact
10 specifically denies—that it violated any federal, state, or local law; violated any regulations or
11 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
12 requirements; breached any contract; violated or breached any duty; engaged in any
13 misrepresentation or deception; or engaged in any other unlawful conduct with respect to any and all
14 employees at Defendant. Neither this Agreement, nor any of its terms or provisions, nor any of the
15 negotiations connected with it, will be construed as an admission or concession by Defendant of any
16 such violations or failures to comply with any applicable law. Except as necessary in a proceeding
17 to enforce the terms of this Agreement, this Agreement and its terms and provisions will not be
18 offered or received as evidence in any action or proceeding to establish any liability or admission on
19 the part of Defendant or the Released Parties or to establish the existence of any condition
20 constituting a violation of, or non-compliance with, federal, state, local, or other applicable law.

21 **Section 5.02: Non-Evidentiary Use**

22 Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the
23 Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
24 to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including
25 but not limited to, evidence of a presumption, concession, indication, or admission by any of the
26 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
27 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
28 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this

1 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
2 released through this Agreement.

3 **Section 5.03: Nullification**

4 The Parties have agreed to the certification of the Class encompassing all claims alleged in
5 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
6 make a final determination that it will not certify this Class for settlement, or (b) the Court should
7 for any reason make a final determination that it will not approve this Settlement, or (c) the Court
8 should for any reason make a final determination that it will not enter the Final Order, or (d) the Final
9 Order is reversed, or declared or rendered void, or (e) the Court should for any reason make a final
10 determination that it will not dispose of the Action in its entirety, then (i) this Agreement shall be
11 considered null and void; (ii) neither this Agreement nor any of the related negotiations or
12 proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same
13 position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court;
14 and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action
15 pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in
16 connection with, the issue of whether the Class should be certified by the Court in a non-settlement
17 context in this Action or any other action, and in any of those events, Defendant expressly reserves
18 the right to oppose certification of the Class.

19 **ARTICLE VI**

20 **MISCELLANEOUS PROVISIONS**

21 **Section 6.01: Amendments or Modification**

22 The terms and provisions of this Agreement may be amended or modified only by an express
23 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

24 **Section 6.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be
26 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
27 consent of all other Parties and their respective counsel. The representations, warranties, covenants,
28 and agreements contained in this Agreement are for the sole benefit of the Parties under this

1 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

2 **Section 6.03: Governing Law**

3 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
4 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
5 of laws.

6 **Section 6.04: Entire Agreement**

7 This Agreement, including the Exhibit A (Class Notice) referred to herein, which forms an
8 integral part hereof, contains the entire understanding of the Parties with respect to the subject matter
9 contained herein. In case of any conflict between text contained in Articles I through VI of this
10 Agreement and text contained in the Exhibit to this Agreement, the former (*i.e.*, Articles I through
11 VI) shall be controlling, unless the Exhibit is changed by or in response to a Court order. There are
12 no restrictions, promises, representations, warranties, covenants, or undertakings governing the
13 subject matter of this Agreement other than those expressly set forth or referred to herein. This
14 Agreement supersedes all prior agreements and understandings among the Parties with respect to the
15 Settlement of the Action, including correspondence between Class Counsel and Defense Counsel
16 and drafts of prior agreements or proposals.

17 **Section 6.05: Waiver of Compliance**

18 Any failure of any Party, Class Counsel, or Defense Counsel to comply with any obligation,
19 covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing,
20 to the extent permitted under applicable law, by the Party or Parties and their respective counsel
21 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
22 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition
23 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

24 **Section 6.06: Counterparts and Electronic Signatures**

25 This Agreement, and any amendments hereto, may be executed in any number of
26 counterparts, and any Party and/or their respective counsel may execute any such counterpart, each
27 of which when executed and delivered shall be deemed to be an original. All counterparts taken
28 together shall constitute one instrument. A fax, PDF, or electronic signature on this Agreement shall

1 be as valid as an original signature.

2 **Section 6.07: Meet and Confer Regarding Disputes**

3 Should any dispute arise among the Parties or their respective counsel regarding the
4 implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet
5 and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

6 **Section 6.08: Agreement Binding on Successors**

7 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
8 of each of the Parties.

9 **Section 6.9: Cooperation in Drafting**

10 The Parties have cooperated in the negotiation and preparation of this Agreement. This
11 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
12 was the drafter or participated in the drafting of this Agreement.

13 **Section 6.10: Fair and Reasonable Settlement**

14 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
15 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
16 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
17 further believe that the Settlement is consistent with public policy, and fully complies with applicable
18 law. The Parties further acknowledge that they are each represented by competent counsel and have
19 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
20 Settlement.

21 **Section 6.11: Headings**

22 The descriptive heading of any section or paragraph of this Agreement is inserted for
23 convenience of reference only and does not constitute a part of this Agreement and shall not be
24 considered in interpreting this Agreement.

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
27 communications under this Agreement must be in writing and addressed as follows:
28

To Plaintiff and the Class:

Seung L. Yang
Tiffany Hyun
Andrew Weaver
THE SENTINEL FIRM, APC
707 Wilshire Blvd, Suite 4700
Los Angeles, California 90017T: (213) 985-1150
E: seung.yang@thesentinel-firm.com
aweaver@thesentinel-firm.com
tiffany.hyun@thesentinel-firm.com

And

To Defendant:

Alison L. Tsao
Marianne C. Koepf
CDF LABOR LAW LLP
601 Montgomery Street, Suite 333
San Francisco, California 94111
T: (415) 981-3233
E: atsao@cdf-labor-law.com
mkoepf@cdf-labor-law.com

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to Federal Rules of Civil Procedure 23(e) and 41(a)(2) and a judgment including a provision for retention of the Court's jurisdiction over the Parties to enforce the terms of the judgment. The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the

1 form or content of any document needed to implement the Settlement (after execution of this
2 agreement), or on any supplemental provisions that may become necessary to effectuate the terms of
3 the Settlement, the Parties agree to seek the assistance of the Court.

4 **Section 6.15: Authorization to Act**

5 Class Counsel represent and warrant that they are authorized by Plaintiff, and Defense
6 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
7 effectuate the terms of this Agreement, except for signing documents, including but not limited to
8 this Agreement, that are required to be signed by the Parties. Defendant represents and warrants that
9 the individual executing this Agreement on its behalf has the full right, power, and authority to enter
10 into this Agreement and to carry out the transactions contemplated herein.

11 **Section 6.16: No Reliance on Representations**

12 The Parties have made such investigation of the facts and the law pertaining to the matters
13 described herein and to this Agreement as they deem necessary, and have not relied, and do not
14 rely, on any statement, promise, or representation of fact or law, made by any of the other Parties,
15 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or
16 asserted rights, or with regard to the advisability of making and executing this Agreement, or with
17 respect to any other matters. No representations, warranties, or inducements, except as expressly
18 set forth herein, have been made to any party concerning this Agreement.

19
20 Dated: 08 / 04 / 2026, 2026



Alex Smith
Plaintiff

21
22
23 Dated: __August 10, 2026

Sam Swenson

North Wind Services, LLC
By: Sam Swenson _____
Its: President _____

1 APPROVED AS TO CONTENT AND FORM:

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Dated: August 4th, 2026

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Dated August 6, 2026

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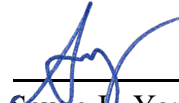
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Seung L. Yang
Tiffany Hyun
Andrew Weaver
The Sentinel Law Firm
Attorneys for Plaintiff and the Class and PAGA Group



Alison L. Tsao
CDF Labor Law LLP
Attorneys for Defendant North Wind Services, LLC