

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JONATHAN COSIO, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

VERDE PROPERTY SERVICES, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 25CU010431C

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT**

Complaint filed: February 26, 2025

Type text here

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Jonathan Cosio (“Plaintiff”) and Defendant Verde Property Services, Inc., (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

1.0. “Action” means *Jonathan Cosio v. Verde Property Services, Inc.*, San Diego County Superior Court Case No. 25CU010431C, including the PAGA claims that will be added to that action pursuant to this Agreement.

1.1. “Administrator” means [Phoenix Class Action Administration Solutions (“Phoenix”) the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$9,250.00.

1.3. “Aggrieved Employees” means all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period.

1.4. “Class” or “Settlement Class” means all current and former non-exempt employees of Defendant who worked for Defendant in California during the Class Period.

1.5. “Class Counsel” means Moon Law Group, P.C.

1.0. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed 1/3 of the Gross Settlement Amount.

1.1. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$20,000.00.

1.2. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, and any other information

required by the Administrator to effectuate this Agreement.

1.3. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.

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

1.5. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.6. “Class Period” means February 26, 2021 to February 15, 2026.

1.7. “Class Representative” means the named Plaintiff in the Action, Jonathan Cosio.

1.8. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representatives for his services in support of the Action and General Release, not to exceed \$7,500.00 to Plaintiff.

1.9. “Court” means the Superior Court of the State of California, County of San Diego.

1.10. “Defendant” means the named Defendant in the Action, Defendant Verde Property Services, Inc.

1.11. “Defense Counsel” means TencerSherman, LLP.

1.12. “Effective Date” means the following: (a) the Court enters an Order approving the Settlement if no objections are asserted and no individual seeks to intervene in the matter; or (b) 65 days after the date of entry of the Order of the court approving the Settlement if any objections are asserted or any individual seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is made, twenty (20) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

- 1.13. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.14. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.15. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.16. “Gross Settlement Amount” means \$636,450.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.17. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.
- 1.18. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
- 1.19. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).
- 1.20. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).
- 1.21. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.22. “Non-Participating Class Member” means a Class Member who opts out of the Settlement

by sending the Administrator a valid and timely Request for Exclusion.

1.23. “Operative Complaint” means the First Amended Complaint filed in the Action.

1.24. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.25. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.26. “PAGA Period” means February 23, 2024, through the end of the Class Period.

1.27. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*

1.28. “PAGA Notice” means Plaintiff’s February 23, 2025, letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.29. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$10,000.00.

1.30. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.31. “Plaintiff” means the named Plaintiff in the Action, Jonathan Cosio.

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

1.33. “Released Class Claims” means the claims released as described in Paragraph 5.1.

1.34. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.

1.35. “Released Parties” means Defendant and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

1.36. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.

1.37. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

1.38. “Workweek” means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant.

2. **RECITALS.**

2.0. On February 23, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On February 26, 2025, Plaintiff filed a class action complaint in *Jonathan Cosio v. Verde Property Services, Inc.*, San Diego County Superior Court Case No. 25CU010431C (the “Class Action”), which alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) engaged in unfair business practices; and (8) failed to indemnify necessary business expenses.

2.2. On May 1, 2025, Plaintiff filed a separate representative action under the California Private Attorneys General Act (“PAGA”), captioned *Jonathan Cosio v. Verde Property Services, Inc.*, San Diego County Superior Court Case No. 25CU022900C (the “PAGA Action”).

2.3. For the purpose of facilitating a global resolution of Plaintiff’s individual, class, and representative claims, Plaintiff will amend the operative complaint in this Action to add a PAGA cause of action asserting the same alleged Labor Code violations on behalf of Aggrieved Employees. Upon the Court’s final approval of the Settlement and entry of Judgment in this Action, the PAGA Action shall be dismissed with prejudice.

2.4. On December 19, 2025, the Parties attempted to resolve the Action through private

mediation with experienced wage-and-hour class and representative action mediator, Lonnie Giamela, Esq. A settlement in principle was reached.

2.5. Before mediation, Plaintiff obtained through informal discovery, a sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and documents.

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

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$636,450.00 as the Gross Settlement Amount. Defendant will also pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately from the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment to which Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16)

1 court days before the Final Approval Hearing. If the Court approves a Class
2 Representative Service Payment that is less than the amount requested, the
3 Administrator will retain the remainder in the Net Settlement Amount. The
4 Administrator will pay the Class Representative Service Payment using IRS
5 Form 1099. Plaintiff shall be solely and legally responsible for paying any
6 applicable taxes on this payment and shall hold Defendant harmless from any
7 claim or liability for taxes, penalties, or interest arising as a result of the payment.
8 Defendant makes no representations as to the tax treatment or legal effect of the
9 payment called for herein, and Plaintiff is not relying on any statement or
10 representation by Defendant or its counsel in this regard.

11 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 1/3 of the Gross
12 Settlement Amount, and a Class Counsel Expenses Payment not to exceed
13 \$20,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees
14 and Class Counsel Expenses Payments that do not exceed these amounts.
15 Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel
16 Fees and Class Counsel Expenses Payments no later than sixteen (16) court days
17 before the Final Approval Hearing. If the Court approves of Class Counsel Fees
18 and/or Class Counsel Expenses Payments that are less than the amounts
19 requested, the Administrator will allocate the remainder to the Net Settlement
20 Amount. Released Parties shall have no liability to Class Counsel or any other
21 Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel
22 Fees and/or Class Counsel Expenses Payments. The Administrator will pay the
23 Class Counsel Fees and Class Counsel Expenses Payments using one or more
24 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes
25 owed on the Class Counsel Fees and Class Counsel Expenses Payments. Class
26 Counsel holds Defendant harmless, and indemnifies Defendant, from any dispute
27 or controversy regarding any division or sharing of any of these Payments.

28 3.1.3. To the Administrator: An Administration Expenses Payment of not more than

1 \$9,250.00, except for a showing of good cause and as approved by the Court.
2 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
3 Expenses Payment no later than sixteen (16) court days before the Final Approval
4 Hearing. If the Court approves of an Administration Expenses Payment that is
5 less than the amount requested, or if the Administration Expense Payment is less
6 than the amount allocated under this Agreement, the Administrator will allocate
7 the remainder to the Net Settlement Amount. To the extent the actual
8 Administration Expenses Payment is greater than \$9,250.00, such excess amount
9 will be taken from the Gross Settlement Amount, subject to the Court's approval
10 at the Final Approval Hearing.

11 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
12 each Individual Class Payment by (a) dividing the Net Settlement
13 Amount by the total number of Workweeks worked by all Participating
14 Class Members during the Class Period and (b) multiplying the result by
15 each Participating Class Member's Workweeks. Non-Participating Class
16 Members will not receive an Individual Class Payment. The
17 Administrator will retain amounts equal to their Individual Class
18 Payments in the Net Settlement Amount for distribution to Participating
19 Class Members on a pro rata basis.

20 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
21 each Participating Class Member's Individual Class Payment will be
22 allocated to the settlement of claims for wages (the "Wage Portion"). The
23 Wage Portions are subject to tax withholding and will be reported on an
24 IRS W-2 Form. Defendant shall be responsible for employer-side payroll
25 taxes owed on the Wage Portion, as set forth in Paragraph 4.0. Eighty
26 percent (80%) of each Participating Class Member's Individual Class
27 Payment will be allocated to the settlement of claims for interest and
28 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not

subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$10,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$6,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$3,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) business days after the Effective Date

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail

checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members who have not submitted a valid and timely Request for Exclusion, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. For any Class Member whose Individual Class Payment check or Individual

PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b).

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorneys' fees, damages, actions, or causes of action of any nature whatsoever, he has or may have against them, or any of them, except for claims or actions to enforce this settlement, claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers' compensation benefits. Plaintiff will waive any and all provisions of California Civil Code section 1542, which reads as follows:

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

1 Plaintiff acknowledges that he may hereafter discover facts different from, or in addition
2 to, those which he now knows or believes to be true regarding the released claims, but that
3 it is his intention to fully, finally, and forever settle and release all Released Class Claims,
4 known or unknown, suspected or unsuspected.

5 5.1. Release by Participating Class Members: All Participating Class Members fully and finally
6 release and discharge the Released Parties from any and all claims, demands, rights,
7 liabilities, penalties, actions, or causes of action and factual or legal theories that were
8 alleged in the Operative Complaint, or that could have been alleged in the Operative
9 Complaint based upon or arising out of, or reasonably related to the facts alleged therein,
10 that occurred during the Class Period, except for those arising under PAGA. (collectively,
11 the “Released Class Claims”). Released Class Claims do not include claims for vested
12 benefits, unemployment benefits, disability benefits, social security benefits, and/or
13 workers’ compensation benefits.

14 5.2. Release by Plaintiff and the LWDA: Plaintiff, the State of California by and through the
15 LWDA, and all Aggrieved Employees, and anyone purporting to act on their behalf, shall
16 be bound by the Judgment entered upon final approval of this Settlement and shall be
17 deemed to fully release and discharge the Released Parties from any and all claims for civil
18 penalties under PAGA, including all claims that were alleged in the Operative Complaint
19 or in Plaintiff’s LWDA Notice, or that reasonably could have been alleged in the Operative
20 Complaint and/or in the LWDA Notice based upon or arising out of the facts alleged
21 therein. (collectively, the “Released PAGA Claims”). The parties intend and agree that the
22 Final Approval Order and the Judgment entered as a result of this Settlement shall have
23 res judicata and claim-preclusive effect to the fullest extent permitted by law with respect
24 to the Released PAGA claims.

25 5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA Period
26 and do not release any Aggrieved Employees’ claims for wages or statutory
27 penalties. In light of the binding nature of a PAGA judgment on non-party
28 employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and

1 *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals
2 otherwise meeting the definition of an Aggrieved Employee who are eligible to
3 receive an Individual PAGA Payment shall be deemed to have released the
4 Released PAGA Claims, regardless of whether his or her check for the Individual
5 PAGA Payment is cashed or not, and regardless of whether he or she is a Non-
6 Participating Class Member.

7 **6. SETTLEMENT ADMINISTRATION.**

8 6.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
9 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound
10 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
11 exchange for the Administration Expenses Payment. The Parties and their Counsel
12 represent that they have no interest or relationship, financial or otherwise, with the
13 Administrator other than a professional relationship arising out of prior experiences
14 administering settlements.

15 6.1. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary
16 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in
17 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
18 Administrator must maintain the Class Data in confidence, use the Class Data only for
19 purposes of the Settlement and for no other purpose, and restrict access to the Class Data
20 to Administrator employees who need access to the Class Data to effect and perform under
21 the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it
22 discovers that the Class Data omitted Class Member identifying information and to provide
23 corrected or updated Class Data as soon as reasonably feasible. Absent further agreement
24 of the Parties or Court approval, the deadline by which Defendant must send the Class Data
25 to the Administrator shall not be extended. The Parties, and their counsel will expeditiously
26 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
27 missing or omitted Class Data.

28 6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the

Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a reasonable Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included

in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email (a) a list to Class Counsel and Defense Counsel containing the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

6.7. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total

number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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

6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1. The QSF shall be the sole source of payment for all amounts under this Agreement.

6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive

1 Class Member calls, faxes, and emails.

2 6.12. Class Members' Options.

3 6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five
4 (45) calendar days after the Administrator mails the Class Notice (plus an
5 additional fourteen (14) calendar days for Class Members whose Class Notice
6 is re-mailed) to exclude themselves from the Settlement. A Class Member may
7 exclude himself or herself from the Settlement by mailing a Request for
8 Exclusion to the Administrator. The Request for Exclusion must be valid and
9 timely. To be valid, the Request for Exclusion must (1) include the Class
10 Member's full name, address, telephone number, and signature, and a written
11 statement requesting to be excluded from the Settlement; (2) state the case name
12 and number of the Action; and (3) be mailed to the specified physical address
13 of the Administrator. To be timely, the Request for Exclusion must be
14 postmarked no later than the Response Deadline. The postmark date will be the
15 exclusive means of determining whether a Request for Exclusion has been
16 timely submitted. A Class Member who does not submit a valid and timely
17 Request for Exclusion will be deemed a Participating Class Member and will
18 be bound by all terms of the Settlement if it is granted Final Approval. If a Class
19 Member's Request for Exclusion is timely but invalid, according to the
20 requirements listed herein, that Class Member will be allowed to cure the
21 defect(s). The Administrator will mail the Class Member a cure letter within
22 three (3) business days of receiving the defective submission to advise the Class
23 Member that his or her submission is defective and that the defect must be cured
24 to render the Request for Exclusion valid. The Class Member will have until the
25 later of (a) the Response Deadline or (b) fourteen (14) calendar days from the
26 date of the cure letter, whichever date is later, to postmark the revised Request
27 for Exclusion. The Administrator, Class Counsel, and Defense Counsel may
28 attempt to resolve any Class Member disputes on the validity or timeliness of a
Request for Exclusion. However, the Court has the final authority to make

decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

6.12.1.1. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.12.1.2. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the PAGA claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

1 6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
2 five (45) calendar days after the Administrator mails the Class Notice (plus an
3 additional fourteen (14) calendar days for Class Members whose Class Notice is
4 re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
5 allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A
6 Class Member and/or Aggrieved Employee may challenge the allocation by
7 sending a Challenge to Calculation of Workweeks and/or Pay Periods to the
8 Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods
9 must be timely. To be timely, the Challenge to Calculation of Workweeks and/or
10 Pay Periods must be postmarked no later than the Response Deadline. The
11 postmark date will be the exclusive means of determining whether a Challenge to
12 Calculation of Workweeks and/or Pay Periods has been timely submitted. The
13 Administrator must encourage the challenging Class Member to submit supporting
14 documentation. In the absence of any contrary documentation, the Administrator
15 is entitled to presume that the Workweeks contained in the Class Notice are correct
16 so long as they are consistent with the Class Data. The Administrator shall
17 promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay
18 Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel,
19 and Defense Counsel may attempt to resolve all Class Member challenges over the
20 calculation of Workweeks and/or Pay Periods. However, the Court has the final
21 authority to make decisions consistent with the terms of this Agreement on all
22 Challenges to Calculation of Workweeks and/or Pay Periods. The Court's decision
23 shall be final and not appealable or otherwise susceptible to challenge.

24 6.12.3. Objections to Settlement. Each Participating Class Member shall have forty-five
25 (45) calendar days after the Administrator mails the Class Notice (plus an
26 additional fourteen (14) calendar days for Class Members whose Class Notice is
27 re-mailed) to object, in writing, to the class action components of the Settlement
28 and/or this Agreement, including contesting the fairness of the Settlement and/or

amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Payment. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE.

7.0. Defendant represents that there are approximately 34,403 Workweeks during the Class Period. If the number of actual Workweeks during the Class Period is more than fifteen percent (15%) higher than the estimated Workweeks (i.e. exceeds 39,563 Workweeks), Defendant may, at its sole discretion, opt to either: (a) increase the Gross Settlement Amount in the exact proportionate amount corresponding to any additional Workweeks above 39,563, or (b) end the Class Period on the date that the total Workweeks equals

39,563 Workweeks.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.0. If the number of valid and timely Requests for Exclusion exceeds five percent (5%) of the total of all Class Members, Defendant may, in its sole discretion, elect to withdraw from the Settlement. Defendant must exercise this right within ten (10) calendar days after the Settlement Administrator provides notice to the Parties of the total number of valid Requests for Exclusion received. If Defendant elects to withdraw from the Settlement, the Settlement shall be null and void, have no force or effect whatsoever, and all actions taken in furtherance of the Settlement shall be deemed vacated. The Parties shall return to their respective litigation positions as they existed prior to execution of this Agreement. Defendant shall remain responsible for payment of any Settlement Administration costs incurred prior to the date of withdrawal.

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, as determined by mutual agreement of the Parties, 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 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration

Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees, Class Counsel Expenses Payments, and the Class Representative Service Payment set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, as determined by mutual agreement of the Parties (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur unless the additional expenses are caused solely by one Party's conduct. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the

Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

9.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiffs, on one side, and Defendant, on the other.

10. AMENDED JUDGMENT.

10.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and the proposed notice to Class Members attached as **Exhibit A** constitute the entirety of the Parties' settlement terms relating to the Settlement.

11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has 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 concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall 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 Agreement, this Agreement and its terms and provisions shall 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. If Final Approval does not occur, the Parties

1 agree that this Agreement is void, but remains protected by California Evidence Code
2 section 1152.

3 11.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree
4 to stipulate to class certification only for purposes of the Settlement. If, for any reason, the
5 Settlement is not approved, the stipulation to certification shall be void and of no force or
6 effect. If, for any reason, the Court does not grant Preliminary Approval, Final Approval,
7 or enter Judgment, Defendant reserves the right to contest certification of any class for any
8 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiffs
9 reserve the right to move for class certification on any grounds available, and Plaintiffs
10 reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the
11 Parties' willingness to settle the Action will have no bearing on, and will not be admissible
12 in connection with any litigation, except for proceedings to enforce or effectuate the
13 Settlement and this Agreement.

14 11.3. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue
15 any press release or announcement of any kind related in any way to the Settlement,
16 including through social media or any third-party platform. Plaintiffs and Class Counsel
17 agree to limit their statements regarding the terms of the Settlement, whether oral, written,
18 or electronic (including the World Wide Web), to say the Class Action has been resolved
19 and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in
20 this Section is intended to interfere with Class Counsel's duties and obligations to
21 faithfully discharge their duties as Class Counsel, including but not limited to: (1) as
22 required by law; (2) as required under the terms of the Settlement; and/or (3) as required
23 under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be
24 advertised or mentioned on any source, including Plaintiffs' Counsel's personal or firm
25 website.

26 11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
27 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
28 this Agreement after arm's-length negotiations and in the context of adversarial litigation,

1 taking into account all relevant factors, present and potential. The Parties further
2 acknowledge that they are each represented by competent counsel and that they have had
3 an opportunity to consult with their counsel regarding the fairness and reasonableness of
4 this Settlement.

5 11.5. No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member, directly or indirectly, to opt out of or object
7 to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be
8 construed to restrict Class Counsel's ability to communicate with Class Members in
9 accordance with Class Counsel's ethical obligations owed to Class Members.

10 11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
11 together with its attached Exhibit, shall constitute the entire agreement between the Parties
12 relating to the Settlement of the Class and PAGA claims, superseding any and all oral
13 representations, warranties, covenants, or inducements made to or by any Party.

14 11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
16 appropriate action required or permitted to be taken by such Parties pursuant to this
17 Agreement to effectuate its terms, and to execute any other documents reasonably required
18 to effectuate the terms of this Agreement including any amendments to this Agreement.

19 11.8. Invalidity of Any Provision. The Parties intend that any provision found invalid be
20 construed to the fullest extent possible to preserve its validity and enforceability consistent
21 with applicable law.

22 11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to
23 exercise a right or remedy by any of the Parties hereto will be considered to imply or
24 constitute a further waiver by such party of the same or any other condition, covenant,
25 right, or remedy.

26 11.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good
27 faith, to implement the Settlement by, among other things, modifying the Settlement
28 Agreement, submitting supplemental evidence, and supplementing points and authorities

as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

11.12. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

11.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class

Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

11.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this 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. Plaintiffs, and not their representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall

become binding and enforceable pursuant to CCP section 664.6.

11.23. 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, pursuant to CCP section 583.330, to extend the date to bring the case to trial under CCP section 583.310 for the duration of this settlement approval process.

Signatures on the following page.

Plaintiff & Class Representative:

3/28/2026

Dated: , 2026

By:

Firmado por:

A0BBDEC8A58C4A9...

Plaintiff, Jonathan Cosio

Plaintiff's Counsel:

Dated: 3/30/2026

MOON LAW GROUP, P.C.

By:



Kane Moon

Attorney for Plaintiff

Defendant:

VERDE PROPERTY SERVICES, INC.

Dated: April 14 , 2026

By: Thomas Heaviland

Print Name



Signature

CEO

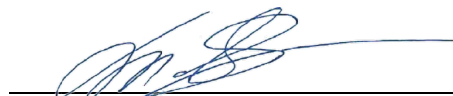
Title

Defendant's Counsel:

Dated: April 14 , 2026

TENCERSHERMAN, LLP

By:



Sam G. Sherman
Laura Lakeote

Attorney for Defendant