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SPD MANUFACTURING INC., a California corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

REMEDIOS JUAREZ, an individual and on
behalf of all similarly situated individuals,

Plaintiff,

v.

SPD MANUFACTURING INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2025-01470535-CU-OE-CXC

*[Assigned for all purposes to the Hon.
Melissa R. McCormick in Dept. CX-104]*

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: March 27, 2025
Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
between plaintiff Remedios Juarez (“Plaintiff”) and Defendant SPD Manufacturing Inc.
 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
individually as “Party.”

1 **1. DEFINITIONS**

2 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
3 Defendant, captioned *Remedios Juarez v. SPD Manufacturing, Inc. et al.*, Case No. 30-2025-
4 01470535-CU-OE-CXC, initiated on March 27, 2025, and pending in Superior Court of the State
5 of California, County of Orange.

6 1.2. “Administrator” means APEX Class Action Administration (“APEX”), the neutral entity
7 the Parties have agreed to appoint to administer the Settlement.

8 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
9 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
10 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
11 Preliminary Approval of the Settlement.

12 1.4. “Settlement Class” means all hourly, non-exempt employees who worked at least one
13 3.5-hour shift in California for Defendant at any time between March 27, 2021 through May 4,
14 2026.

15 1.5. “Aggrieved Employees” means all persons employed by Defendant in California and
16 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
17 Period (i.e. February 6, 2024 through May 4, 2026).

18 1.6. “Class Counsel” means Akhavan & Associates.

19 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
20 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
21 expenses, respectively, incurred to prosecute the Action.

22 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
23 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
24 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
25 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

26 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
27 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
28 Class Member who qualifies as an Aggrieved Employee).

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

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

1.12. “Class Period” means the period from March 27, 2021 through May 4, 2026.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

1.15. “Court” means the Superior Court of California, County of Orange.

1.16. “Defendant” means named defendant SPD Manufacturing, Inc.

1.17. “Defense Counsel” means Robert Yonowitz and Spencer W. Waldron of Fisher & Phillips LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final

Approval.

1.22. “Gross Settlement Amount” means \$250,000.00 (Two Hundred and Fifty Thousand, Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay payment of Claims Administration Expenses, Class Counsel Fees and Cost Award, Class and PAGA Representatives Service Awards, and the PAGA Payment to the State of California and the Aggrieved Employees.

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

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Payment of Claims Administration Expenses, Class Counsel Fees and Cost Award, Class and PAGA Representatives Service Awards, and the PAGA Payment to the State of California and the Aggrieved Employees. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as

applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period February 6, 2024 through May 4, 2026.

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

1.33. “PAGA Notice” means Plaintiff’s February 6, 2025 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e. \$30,000), allocated 35% to the Aggrieved Employees (\$10,500.00) and the 65% to the LWDA (\$19,500.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Remedios Juarez the named plaintiff in the Action.

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

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the

1 Settlement. Class Members to whom Notice Packets are resent after having been returned
2 undeliverable to the Administrator shall have an additional 15 days beyond the Response
3 Deadline has expired.

4 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the
5 Judgment.

6 1.45. “Workweek” means any week during which a Class Member worked for Defendant, for
7 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
8 termination dates (as applicable).

9 **2. RECITALS**

10 2.1. On February 6, 2025, Plaintiff filed with the LWDA and served on Defendant a notice
11 under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to
12 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations.

13 2.2. On March 27, 2025, Plaintiff commenced this Class Action by filing a complaint against
14 Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest
15 breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure
16 to pay wages failure to indemnify; violation of Labor Code §227.3; and unfair competition
17 (“Class Action”).

18 2.3. On April 18, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for
19 Violation of California Labor Code §§ 2698, 2699; Private Attorneys General Act (“PAGA”).

20 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

21 2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll
22 records for 14.7% of Class Members through mediation; (b) a class list of hire dates, termination
23 dates, and rates of pay for all Class Members; (c) wage and hour policy documents; and (d) all
24 documents pertaining to Plaintiff available to Defendant.

25 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
26 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
27 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

28 2.7. On October 24, 2025, the Parties participated in an all-day mediation presided over by

1 Katherine J. Edwards. Despite efforts by the Parties, the mediation was unsuccessful.

2 2.8. On February 19, 2026, the Parties participated in a second mediation presided over by
3 Michael D. Young, Esq. The mediation was successful, and the Parties agreed to globally resolve
4 all class and PAGA claims in the Action.

5 2.9. The Court has not granted class certification.

6 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
7 other pending matter or action asserting claims that will be extinguished or affected by the
8 Settlement.

9 **3. MONETARY TERMS**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
11 Defendant promises to pay \$250,000.00 as the Gross Settlement Amount, unless increased
12 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
13 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
14 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
15 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
16 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
17 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
18 to Defendant.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
20 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
21 in the Final Approval:

22 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
23 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
24 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
25 not oppose Plaintiff's request for a Class Representative Service Payment that does not
26 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
27 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
28 Representative Service Payments prior to the Final Approval Hearing. If the Court

1 approves a Class Representative Service Payment less than the amount requested, the
2 Administrator will retain the remainder in the Net Settlement Amount. The
3 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
4 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
5 Representative Service Payment.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of
7 the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
8 Agreement, is currently estimated to be \$83,333.33 and a Class Counsel Litigation
9 Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for
10 this payment provided it does not exceed these amounts. Plaintiff and/or Class Counsel
11 will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation
12 Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class
13 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than
14 the amounts requested, the Administrator will allocate the remainder to the Net
15 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
16 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
17 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
18 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
19 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
20 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
21 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
22 or controversy regarding any division or sharing of any of these Payments. There will
23 be no additional charge of any kind to either the Settlement Class Members or request
24 for additional consideration from Defendant for such work unless, Defendant materially
25 breaches this Agreement, including any term regarding funding, and further efforts are
26 necessary from Class Counsel to remedy said breach, including, without limitation,
27 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
28 and/or litigation costs and expenses in amounts that are less than the amounts provided

for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,890.48, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,890.48, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA PAGA Payment and 35% (\$10,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA

Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$10,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 178 Class Members who collectively worked a total of 15,007 Workweeks, and 103 of Aggrieved Employees who worked a total of 7,622 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement

Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in the following manner:

4.3.1. Defendant shall pay 1/3 of the Gross Settlement Amount within 15 days of Final Approval, or October 21, 2026, whichever is later.

4.3.2. Defendant shall pay 1/3 of the Gross Settlement Amount within three months of the first payment.

4.3.3. Defendant shall pay 1/3 of the Gross Settlement Amount to be paid within six months of the second payment.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom 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 (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement

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

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

12 4.4.3. For any Class Member whose Individual Class Payment check or Individual
13 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
14 shall transmit the funds represented by such checks to the California Controller's Office,
15 Unclaimed Property Fund.

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

20 **5. RELEASE OF CLAIMS**

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

25 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
27 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
28 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts

1 contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have
2 been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice;
3 and (c) any claims relating to Plaintiff's employment with Defendant including, the United States
4 or California Constitutions; Title VII of the Civil Rights Act of 1964, as amended; the Civil
5 Rights Act of 1991; the Age Discrimination in Employment Act; the Americans with Disabilities
6 Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the
7 California Family Rights Act; California Fair Pay Act; the Equal Pay Act; the California Labor
8 Code, the Industrial Welfare Commission Wage Orders, and any other federal, state or local
9 statute, ordinance or regulation.. ("Plaintiff's Release.") Plaintiff's Release does not extend to
10 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
11 unemployment benefits, disability benefits, social security benefits, workers' compensation
12 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
13 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
14 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
15 Release shall be and remain effective in all respects, notwithstanding such different or additional
16 facts or Plaintiff's discovery of them.

17 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
18 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
19 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
20 which reads:

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

25 5.2. Release by Participating Class Members: For the duration of the Class Period, all
26 Participating Class Members, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from the claims asserted in the Complaint or that reasonably could have been asserted

1 based on the factual allegations contained in the operative complaint during the Class Period,
2 including but not limited to Defendant alleged failure to pay all wages (including overtime and
3 minimum wages), failure to provide all meal periods and associated premiums, failure to authorize
4 and permit all rest breaks and associated premiums, failure to maintain accurate records, failure
5 to timely furnish accurate itemized wage statements, failure to timely pay wages upon termination
6 (waiting time penalties), failure to provide paid sick leave, failure to pay vacation out upon
7 separation of employment, failure to timely pay wages during employment, and unfair
8 competition.

9 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
10 release any other claims, including claims for vested benefits, wrongful termination, violation of
11 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
12 workers' compensation, or claims based on facts occurring outside the Class Period.

13 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
14 Employees are deemed to release, on behalf of themselves and their respective former and present
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
16 Parties from all claims civil penalties arising under the Private Attorneys' General Act of 2004
17 ("PAGA) as a proxy or representative of the State of California, including for all claims listed in
18 the Release by Participating Class Members.

19 **6. MOTION FOR PRELIMINARY APPROVAL**

20 Class Counsel shall prepare and file a motion for preliminary approval ("Motion for
21 Preliminary Approval") that complies with the Court's current checklist for Preliminary
22 Approvals.

23 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and file with the Court all documents
24 necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
25 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
26 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
27 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
28 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from

1 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
2 to its willingness to serve; competency; operative procedures for protecting the security of Class
3 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
4 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
5 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
6 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
7 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
8 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
9 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
10 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
11 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
12 subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
13 Members and the Administrator.

14 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
15 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
16 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
17 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
18 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
19 Administrator.

20 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
21 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
23 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
24 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
25 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
26 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
27 Court’s concerns.
28

1 **7. SETTLEMENT ADMINISTRATION**

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

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

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
13 468B-1.

14 7.4. Notice to Class Members

15 7.4.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state the
17 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
18 Class Data.

19 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
20 days after receiving the Class Data, the Administrator will send to all Class Members
21 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
22 the Class Notice with Spanish translation, substantially in the form attached to this
23 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
24 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
25 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
26 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
27 update Class Member addresses using the National Change of Address database.

28 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice

1 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
2 using any forwarding address provided by the USPS. If the USPS does not provide a
3 forwarding address, the Administrator shall conduct a Class Member Address Search,
4 and re-mail the Class Notice to the most current address obtained. The Administrator
5 has no obligation to make further attempts to locate or send Class Notice to Class
6 Members whose Class Notice is returned by the USPS a second time.

7 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
9 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
10 notice is re-mailed. The Administrator will inform the Class Member of the extended
11 deadline with the re-mailed Class Notice.

12 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
13 discovers any persons who believe they should have been included in the Class Data
14 and should have received Class Notice, the Parties will expeditiously meet and confer,
15 and in good faith, in an effort to agree on whether to include them as Class Members.
16 If the Parties agree, such persons will be Class Members entitled to the same rights as
17 other Class Members, and the Administrator will send, via email or overnight delivery,
18 a Class Notice requiring them to exercise options under this Agreement not later than
19 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
20 ever are later.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by mail, a signed written Request for Exclusion not later
24 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
25 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
26 from a Class Member or his/her representative that reasonably communicates the Class
27 Member's election to be excluded from the Settlement and includes the Class Member's
28 name, address and email address or telephone number. To be valid, a Request for

1 Exclusion must be timely postmarked by the Response Deadline. Settlement Class
2 Members who submit a timely request to opt-out within 45 days of the mailing will not
3 participate in the class portion of this settlement, will not be bound by the Class Release,
4 will not be bound by the terms the final judgment of class claims, and will not receive
5 any portion of the Class Settlement Allocation. However, Settlement Class members
6 that opt-out of the Settlement will be bound by the PAGA Release and will be entitled
7 to receive their pro rata share of the PAGA Payment.

8 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
9 fails to contain all the information specified in the Class Notice. The Administrator
10 shall accept any Request for Exclusion as valid if the Administrator can reasonably
11 ascertain the identity of the person as a Class Member and the Class Member's desire
12 to be excluded. The Administrator's determination shall be final and not appealable or
13 otherwise susceptible to challenge. If the Administrator has reason to question the
14 authenticity of a Request for Exclusion, the Administrator may demand additional proof
15 of the Class Member's identity. The Administrator's determination of authenticity shall
16 be final and not appealable or otherwise susceptible to challenge.

17 7.5.3. Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
19 to all benefits and bound by all terms and conditions of the Settlement, including the
20 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
21 regardless whether the Participating Class Member actually receives the Class Notice
22 or objects to the Settlement.

23 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
24 Non-Participating Class Member and shall not receive an Individual Class Payment or
25 have the right to object to the class action components of the Settlement. Because future
26 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
27 Participating Class Members who are Aggrieved Employees are deemed to release the
28 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual

1 PAGA Payment.

2 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
3 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
4 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
5 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
6 the allocation by communicating with the Administrator via mail. The Administrator must
7 encourage the challenging Class Member to submit supporting documentation. In the absence
8 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
9 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
10 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
11 Periods shall be final and not appealable or otherwise susceptible to challenge. The
12 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
13 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
14 the challenges.

15 7.7. Objections to Settlement

16 7.7.1. Only Participating Class Members may object to the class action components of
17 the Settlement and/or this Agreement, including contesting the fairness of the
18 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
19 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

20 7.7.2. Participating Class Members may send written objections to the Administrator, by
21 mail. In the alternative, Participating Class Members may appear in Court (or hire an
22 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
23 A Participating Class Member who elects to send a written objection to the
24 Administrator must do so not later than 45 days after the Administrator's mailing of the
25 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
26 mailed).

27 7.7.3. Non-Participating Class Members have no right to object to any of the class action
28 components of the Settlement.

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

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

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

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

received.

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

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

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, 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.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 178 Class Members and 15,007 Total Workweeks during the Class Period and (2) there are 103 Aggrieved Employees who worked 7,622 Pay Periods during the

PAGA Period.

8.1. Increase in Workweeks. Defendant represented that there are no more than 15,007 Workweeks worked during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or totals over 16,507 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 16,507 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount of \$250,000 by 15,007, which amounts to a Workweek Value of \$16.66. Thus, for example, should there be 17,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$8,213.38 (17,000 Workweeks – 16,507 Workweeks) x \$16.66 per Workweek. Alternatively, Defendant may elect to adjust the release period so that the works weeks do not exceed 10%, i.e., less than 16,507 workweeks.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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 5 court days prior to 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 (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class

Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, 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 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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 Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 such time as 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 (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless 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. 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

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal

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

9 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
10 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
11 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
12 ability to communicate with Class Members in accordance with Class Counsel’s ethical
13 obligations owed to Class Members.

14 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties
16 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
17 inducements made to or by any Party.

18 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
20 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
21 its terms, and to execute any other documents reasonably required to effectuate the terms of this
22 Agreement including any amendments to this Agreement.

23 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
24 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
25 Settlement Agreement, submitting supplemental evidence and supplementing points and
26 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
27 or content of any document necessary to implement the Settlement, or on any modification of the
28

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

3 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
8 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
10 Part 10, as amended) or otherwise.

11 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed or agreed to by all
13 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
14 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
15 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
16 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
17 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
18 the use of signatures previously provided by the Parties.

19 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
25 this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

27 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
28 during Action and in this Agreement relating to the confidentiality of information shall survive

1 the execution of this Agreement.

2 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
3 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
4 in connection with the mediation, other settlement negotiations, or in connection with the
5 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
6 be used in any way that violates any existing contractual agreement, statute, or rule of court.

7 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
10 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
14 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
15 be accepted as an original. All executed counterparts and each of them will be deemed to be one
16 and the same instrument if counsel for the Parties will exchange between themselves signed
17 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
18 and contents of this Agreement.

19 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
22 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
23 process.

24 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
25 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
26 illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel
27 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
28 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this

1 Agreement.

2 **IT IS SO AGREED:**

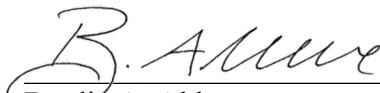
3 
4 Remedios (May 27, 2026 10:03:50 PDT)

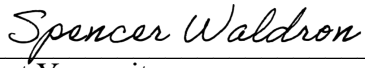
5 Plaintiff, Remedios Juarez



6 Debra Macaluso Debra Macaluso
7 For Defendant, SPD Manufacturing Inc.

8 **AGREED AS TO FORM ONLY:**

9 
10 Bardia A. Akhavan
11 Counsel for Plaintiff


12 Robert Yonowitz
13 Spencer W. Waldron
14 Counsel for Defendants

Settlement Agreement

Final Audit Report

2026-06-16

Created:	2026-06-08
By:	Jennifer Gonzales (jgonzales@fisherphillips.com)
Status:	Signed
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-  Document created by Jennifer Gonzales (jgonzales@fisherphillips.com)
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