

CLASS, COLLECTIVE, AND REPRESENTATIVE SETTLEMENT
AGREEMENT AND CLASS NOTICE

This Class, Collective, and Representative Action Settlement Agreement (“Agreement”) is made by and between plaintiff Charlene Olivares, (“Plaintiff”) and defendant Hometime Windows & Doors, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action.” The case titled *Olivares v. Hometime Windows & Doors, Inc.*, filed on July 22, 2022, in the San Bernardino County Superior Court, and assigned Case No. CIVSB2215873.

1.2 “Aggrieved Employee(s).” All current or former non-exempt employees of Defendant Hometime Windows & Doors, Inc. who worked in the State of California at any time during the PAGA Period. Aggrieved employees may not opt-out of the settlement and will receive payment in proportion to the number of Pay Periods they worked during the PAGA period, in addition to payment received as a Class Member, if any.

1.3 “Administrator.” Phoenix Settlement Administrators, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

1.4 “Administration Expenses Payment.” The costs payable from the Gross Settlement Amount to the Claims Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties. The Administration Costs will be paid from the Gross Settlement Amount. The Administration Expenses Payment is currently estimated to be Six Thousand Dollars and Zero Cents (\$6,000.00). The Administration Expenses Payment will be paid no sooner than fifteen (15) calendar days following the Effective Date.

1.5 “Class Counsel” means Aegis Law Firm, PC on behalf of Plaintiff and Class Members.

1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be paid from the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys’ Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. A reduction in the Class Counsel Fees Payment shall not be grounds to nullify this Agreement.

1.7 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, hire date and termination date.

1.8 “Class Member(s)” or “Settlement Class.” All current or former non-exempt employees of Defendant Hometime Windows & Doors, Inc. who worked in the State of California at any time during the

Class Period This includes either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.9 “Class Member Address Search.” 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.

1.10 “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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11 “Class Period” means the period beginning July 22, 2018, and continuing through to and including September 29, 2023, unless modified pursuant to paragraph 4.1 of this Agreement.

1.12 “Class Representative.” The named Plaintiff, Charlene Olivares, in the Action seeking Court approval to serve as Class Representative.

1.13 “Class Representative Service Payment.” The amount to be paid to Plaintiff in recognition of Plaintiff’s effort and work in prosecuting the Action on behalf of Class Members and for Plaintiff’s general release of all claims. Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of a Class Representative Service Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00). Plaintiff will be issued an IRS Form 1099 in connection with Plaintiff’s respective Class Representative Service Payments. Plaintiff shall be solely and legally responsible for paying any and all taxes on these payments and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the employee-side tax payments. The Class Representative Service Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff’s Individual Settlement Payment paid pursuant to the Settlement. Defendant made no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or Defendant’s counsel in this regard.

1.14 “Court” means the Superior Court of California, County of San Bernadino.

1.15 “Defense Counsel” means attorneys Musick, Peeler & Garrett LLP on behalf of Defendant.

1.16 “Effective Date.” The date on which the Final Approval becomes final. For purposes of this Section, the Final Approval “becomes final” only after the Court grants the Motion for Final Approval and upon service of the Notice of Entry of Order Granting Final Approval and/or Judgment, and upon the latter of: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

1.16 “Final Approval.” The Court’s order granting final approval of the Settlement.

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

1.18 “Gross Settlement Amount.” The sum of no more than the gross amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action, except as provided in Paragraphs 3.1 and 4.1 below. The Gross Settlement Amount includes all Individual Settlement Payments to Class Members, Individual PAGA Settlement Payments to Aggrieved Employees, the Class Representative Service Payment to Plaintiff, Claims Administration Costs to the Administrator, the Labor and Workforce Development Agency (“LWDA”) Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

1.19 “Judgment.” The Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.20 “Individual Class Payment.” 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.

1.21 “Individual PAGA Payment.” The Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.22 “LWDA.” The California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).

1.23 “LWDA PAGA Payment.” The 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

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

1.25 “Non-Participating Class Member.” Any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Such Class Member shall still be bound by the PAGA Release.

1.26 “PAGA.” The Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.27 “PAGA Pay Period.” Any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.28 “PAGA Period.” The period from July 21, 2021 and continuing through to and including September 29, 2023.

1.29 “PAGA Notice.” Plaintiff’s letter to Defendant and the LWDA, dated July 21, 2022, LWDA No. LWDA-CM-896848-22, providing notice pursuant to Labor Code § 2699.3, subd.(a).

1.30 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, Twenty Thousand Dollars and Zero Cents (\$20,000.00), allocated 25% to the Aggrieved Employees (Five Thousand Dollars and Zero Cents (\$5,000.00), and the 75% to LWDA (Fifteen Thousand Dollars and Zero Cents (\$15,000.00)), in settlement of PAGA claims.

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

1.32 “Plaintiff.” Charlene Olivares, the named plaintiff in the Action.

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

1.34 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.35 “Released Claims” means the Released Class Claims and the Released PAGA Claims.

1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.

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

1.38 “Released Parties” means Defendant and its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

1.39 “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.

1.40 “Response Deadline” means forty-five (45) calendar days after the Claims 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 Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.42 “Workweek(s)” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1 Plaintiff is alleged to be a former employee of Defendant.

2.2 On July 22, 2022, Plaintiff commenced the Action. Plaintiff filed a Complaint purporting to allege causes of action against Defendant for: failure to pay minimum wages (Cal. Labor Code §§ 1194, 1194.2, 1197 and IWC Wage Orders §§ 3 and 4); failure to pay overtime wages (Cal. Labor Code §§ 510, 1194 1198 and IWC Wage Order § 3); failure to provide meal periods (Cal. Labor Code §§ 226.7, 512 and IWC Wage Order § 11); failure to permit rest breaks (Cal. Labor Code § 226.7 and IWC Wage Order § 12); failure to reimburse business expenses (Cal. Labor Code §§ 2800, 2802); failure to pay wages timely during employment (Cal. Labor Code §§ 204, 210); failure to pay all wages upon separation of employment (Cal. Labor Code §§ 201, 202, 203); failure to provide accurate itemized wage statements (Cal. Labor Code § 226 and IWC Wage Order); and unfair business practices (Cal. Business and Profession Code §§ 17200, et seq.). Defendant denies the allegations in the Complaint, and denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

2.3 On December 1, 2022, Plaintiff file the First Amended Class and Representative Complaint purporting to allege causes of action against Defendant: failure to pay minimum wages (Cal. Labor Code §§ 1194, 1194.2, 1197 and IWC Wage Orders §§ 3 and 4); failure to pay overtime wages (Cal. Labor Code §§ 510, 1194 1198 and IWC Wage Order § 3); failure to provide meal periods (Cal. Labor Code §§ 226.7, 512 and IWC Wage Order § 11); failure to permit rest breaks (Cal. Labor Code § 226.7 and IWC Wage Order § 12); failure to reimburse business expenses (Cal. Labor Code §§ 2800, 2802); failure to pay wages timely during employment (Cal. Labor Code §§ 204, 210); failure to pay all wages upon separation of employment (Cal. Labor Code §§ 201, 202, 203); failure to provide accurate itemized wage statements (Cal. Labor Code § 226 and IWC Wage Order); unfair business practices (Cal. Business and Profession Code §§ 17200, et seq.); and civil penalties under the Private Attorneys General Act (Cal. Labor Code §§ 2698-2699, et seq.). Defendant denies the allegations in the Complaint, as amended, and denies any failure to comply with the laws identified in the Complaint, as amended, and denies any and all liability for the causes of action alleged.

2.4 Pursuant to Labor Code § 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on July 21, 2022. The PAGA Notice alleges Defendant violated California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699.3, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order(s).

2.5 On September 29, 2023, the Parties participated in an all-day mediation presided over by Eve H. Wagner, Esq. which led to this Agreement to settle the Action.

2.6 Class Counsel has conducted a thorough investigation into the facts of the Action, including extensive informal discovery and exchange of a volume of documents and information, which included and was not limited to, Defendant's production of a sampling of information/data for the putative class members to allow Plaintiff to perform an analysis and valuation of all claims. Prior to mediation the Parties exchanged information and documents to investigate the veracity, strength, and scope of the claims, and to allow analysis and evaluation of the claims and Defendant's defenses thereto. The Class Representative has vigorously prosecuted this case, and Defendant has vigorously contested it. The Court has not granted class certification in the Action.

2.7 Without any admission of wrongdoing or liability by Defendant, it is the intention and agreement of the Parties to settle and dispose of, fully and completely, the Released Claims against the Released Parties (defined herein).

2.8 This Agreement is subject to the occurrence of the Effective Date of the Stipulation and Settlement of Class, Collective, and Representative Action.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise stated in Paragraph 4.1 below, Defendant promises to pay the Gross Settlement Amount, and separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments as provided by Paragraph 4.3. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated herein. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff. Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member) in exchange for a general release of all claims, including a California Civil Code § 1542 waiver. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. A reduction of the Class Representative Service Payment shall not be grounds to nullify this Agreement.

3.2.2 To Class Counsel. A Class Counsel Fees Payment of not more than 35%, which is currently estimated to Eighty Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose a request for the payment provided that the request does not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction of the Class Counsel Fees Payment and/or Class Counsel Expenses Payment shall not be grounds to nullify this Agreement.

3.2.3 To the Administrator. An Administrator Expenses Payment not to exceed Six Thousand Dollars and Zero Cents (\$6,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Six Thousand Dollars and Zero Cents (\$6,000.00), the Administrator will retain the remainder in the Net Settlement Amount for distribution on a pro rata basis to Aggrieved Employees and Participating Class Members.

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. Fifteen Percent (15%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty Five Percent (85%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, penalties, and other non-wage damages (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 Claims 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 Twenty Thousand Dollars and Zero Cents (\$20,000) to be paid from the Gross Settlement Amount, with 75% (\$15,000.00), allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$5,000.00 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 for distribution to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT DATA, FUNDING AND PAYMENTS.

4.1 Escalator Clause. Defendant estimates the number of work weeks during the Class Period to be 6,232. If the actual number of Workweeks encompassed within the Class Period exceeds 6,232 by more than 10%, then, Defendant at its exclusive discretion may either (a) increase the Gross Settlement Amount by a pro-rata dollar value for those workweeks in excess of the escalation margin; or (b) ending the Class Period on the date on which the number of workweeks is no more than 10% higher than 6,232. Under the latter option no additional payment is necessary.

4.2 Class Data. Not later than fourteen (14) business days after the Court grants Preliminary Approval of the Settlement, Defendant will 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, also inclusive of the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than sixty (60) calendar days following the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar 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 Individual PAGA Payments.

4.4.1 Distribution of Settlement Payments and Class Notice. 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 one-hundred eighty (180) calendar 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 Uncashed Settlement Checks. Any checks issued by the Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days. One-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void. Funds associated with cancelled shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

4.4.4 Unaffected Benefits. The Individual Settlement Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. **RELEASE.**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties, as follows:

5.1 **Plaintiff's Individual Release.**

Scope of Plaintiff's Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and as a condition of receiving the Class Representative Service Payment, Plaintiff shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendant and Plaintiff's compensation while an employee of Defendant. Plaintiff's Released Claims include, but are not limited to, all claims asserted in, arising from, or related to the Action, to include but not limited to the Released PAGA Claims and Released Class Claims. Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period; failure to provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions, failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 et seq., 2699 et seq., 2800 and 2802); all claims arising under the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code § 17200, et seq.; the California Civil Code, to include §§ 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. **This release excludes the release of claims not permitted by law.**

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that Plaintiff now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.1.3 Additionally, as a condition of receiving the Class Representative Enhancement Payment, Plaintiff agrees to promptly initiate and seek the full dismissal, withdrawal and/or closure of all claims, grievances, charges or causes of action now pending against Defendant, in any forum, including but not limited to union, administrative or judicial forum and/or under any collective bargaining agreement, with the exception of those claims(s) in the Action, which are subject to the Agreement, and will be disposed of in accordance with the terms and conditions of the Agreement and related court orders. To the full extent permitted by law, Plaintiff irrevocably and absolutely agrees that Plaintiff will not prosecute nor allow to be prosecuted on Plaintiff's behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any further claim or demand of any type related to the matters released above, it being the intention of the Parties that with the execution by Plaintiff of this release, Defendant and all of the Released Parties will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of Plaintiff related in any way to the matters discharged herein. **This agreement is not intended to limit in any way Plaintiff's claim(s) or payment(s) related to worker's compensation.** Plaintiff represents and warrants that, with the exception of the Plaintiff's pending worker's compensation claim, as of the date Plaintiff signs this Agreement, Plaintiff has no charges, complaints, filings, claims or lawsuits of any kind pending against Defendant or any of the Released Parties other than the Action. Plaintiff will not directly or indirectly participate, assist, or cooperate in any lawsuit or complaint in a court of law against the Released Parties, including any class and/or representative action, with the exception of the Action which is subject to this Agreement, unless and to the extent required or compelled by law. Plaintiff also covenants and agrees that, to the full extent permitted by law, Plaintiff hereby waives and releases any and all rights or claims, with the exception of the Plaintiff's pending worker's compensation claim, Plaintiff may have to any proceeds or awards to which Plaintiff may be entitled under any claims brought on Plaintiff's behalf against any of the Released Parties by any other person or entity. Nothing in this Agreement will prohibit Plaintiff from (a) complying with any valid subpoena or court order, or (b) cooperating with any official investigation conducted by a government or law enforcement agency.

No Conditional Payments Made By Medicare to Plaintiff. NOTHING CONTAINED HEREIN WILL IMPACT IN ANY WAY PLAINTIFF'S PENDING WORKER'S COMPENSATION CLAIM. Plaintiff expressly acknowledges Medicare's statutory right to recovery of conditional payments for medical treatment and medical service rendered in connection with any illness or injury suffered by Plaintiff in the course of Plaintiff's employment with Defendant, and guarantees that Plaintiff is not a Medicare Beneficiary, and there are no outstanding Medicare or Medicaid claims or rights of recovery of conditional payments based on Plaintiff's application for, or receipt of, Medicare or Medicaid benefits. This specifically includes benefits arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein, and any consequences thereof. Additionally, Plaintiff warrants, represents, and guarantees that Plaintiff has no medical expenses arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the

Action, the occurrences described herein, and any consequences thereof, including any of Plaintiff's released claims, nor does Plaintiff anticipate any medical expenses arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein, and any consequences thereof, including any released claims. In the event Medicare asserts such a claim or right of reimbursement now, or at any point in the future, all such claims or rights of reimbursement shall be satisfied from among the proceeds of this settlement, and no additional monies shall ever be requested from or paid by the Released Parties. This settlement is based upon a good faith determination of the Parties to resolve disputed claims. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") or Medicare on this Agreement, or Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this Agreement.

5.2 **Released PAGA Claims.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees, including those who timely and effectively submit a Request for Exclusion from the Settlement, shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the Settlement shall release the Released PAGA Claims for the PAGA Period. All Aggrieved Employees (which specifically includes Plaintiff) shall fully and finally release Released Parties of the Released PAGA Claims. The Released PAGA Claims include any and all claims asserted in the Action for PAGA Penalties and arising from the facts and claims alleged in the Action and Plaintiff's PAGA Notice, or that could have been alleged in the Action based on the facts and claims alleged in the Action, and/or Plaintiff's PAGA Notice, including, without limitation, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., 2699, 2699.3, 2699.5, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

5.3 **Released Class Claims.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating Class Members (which specifically includes Plaintiff) shall fully and finally release Released Parties of the Released Class Claims. The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action arising from the facts and claims alleged/asserted in the Action, that could have been alleged/asserted in the Action based on the facts and claims alleged in the Action.

The Released Class Claims include all claims for failure to pay minimum wages (Cal. Labor Code §§ 1194, 1194.2 and 1197 and IWC Wage Orders §§ 3 and 4); failure to pay overtime wages (Cal. Labor Code §§ 510, 1194, 1198 and IWC Wage Order § 3); failure to provide meal periods (Cal. Labor Code §§ 226.7, 512 and IWC Wage Order § 11); failure to permit rest breaks (Cal. Labor Code § 226.7 and IWC Wage Order § 12); failure to reimburse business expenses (Cal. Labor Code §§ 2800, 2802); failure to pay wages timely during employment (Cal. Labor Code §§ 204, 210); failure to pay all wages upon separation of employment (Cal. Labor Code §§ 201, 202, 203); failure to provide accurate itemized wage statements (Cal. Labor Code § 226 and IWC Wage Order); unfair business practices (Cal. Business and Profession Code §§ 17200, et seq.); as well as claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period; failure to provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to provide

accurate itemized wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs related to the Released Class Claims. The Released Class Claims also include but are not limited to all such claims arising under: California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699, et seq., 2699.3, 2699.5, 2800 and 2802 and the applicable Industrial Welfare Commission Wage Order(s); California Code of Regulations tit. 8 § 3395; all claims reasonably relating to the Released Class Claims under the California Business and Professions Code §§ 17200, et seq., the Release shall also include all claims reasonably relating to the Released Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 3-2001, 4-2001, 5-2001, 10-2001, 11-2001, 12-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. The Released Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. § 211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from the facts and claims alleged in the Action or that could have been alleged in the Action arising from the facts and claims alleged in the Action; California Code of Civil Procedure sections 382, 1021.5. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law.

6. ADMINISTRATION OF TAXES.

6.1 Tax Treatment of Individual Settlement Payments. The Individual PAGA Payments will be allocated as 100% penalties and reported on an IRS-Form 1099. All Individual Settlement Payments will be allocated as follows: fifteen percent (15%) of each Individual Settlement Payment will be allocated as wages and eighty five percent (85%) will be allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Administrator. The Individual Settlement Payments will be reduced by any required legal deductions for each Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Class Members as a result of the wage component, resulting in a net wage component. The Administrator will issue a check and W-2 Form to each Class Member for the wage component. The Administrator will issue a second check and IRS Form-1099 for the remaining non-wages component. No withholding shall be made on the non-wages portion of the Individual Settlement Payment. The Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes. The Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes not resolved by the Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the

Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

6.2 Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Plaintiff and Class Members understand and agree they will be solely responsible for the payment of their share of any taxes and penalties assessed on the payments described herein.

6.3 Circular 230 disclaimer. Each party to this settlement agreement (for purposes of this section, the “acknowledging party” and each party to this settlement agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this settlement agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this settlement agreement, (b) has not entered into this settlement agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this settlement agreement.

7. MOTION FOR PRELIMINARY APPROVAL.

Class Representative and Class Counsel agree to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1 Plaintiff’s Responsibilities. Class Counsel will prepare and deliver to Defense Counsel for review prior to filing the Motion for Preliminary Approval.

7.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Claims Administrator.

8. SETTLEMENT ADMINISTRATION.

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

8.2 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.

8.3 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.

8.4 Notice to Class Members.

8.4.1 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation 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 Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.2 Not later than three (3) business days after the Administrator’s 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 the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a 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 Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.3 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) 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.

8.4.4 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, a Class Notice requiring them to exercise options under this Agreement not later than forty-five (45) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). The Request for Exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fourteen (14) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (i.e., opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the

Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

8.5.2 The Claims Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 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' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Claims Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Claims Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Claims Administrator must do so not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

8.8.4 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.

8.8.5 Administrator's Declaration. Not later than fourteen (14) calendar days 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 signed 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.

8.8.6 Final Report by Settlement Claims Administrator. Within 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 a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar 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.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% (ten percent) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration

Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. NULLIFICATION OF AGREEMENT.

In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendant exercises its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or (iv) the Settlement does not become final for any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction of the Attorneys' Fees and Costs and/or any Class Representative Service Payment shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to obtain preliminary and/or Final Approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the motion for preliminary approval and motion for final approval).

11. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before 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"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 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 and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

11.3 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 under Cal. Code of Civil Procedure Section 664.6 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.

11.4 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.

12. 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.

13. ADDITIONAL PROVISIONS.

13.1 Non-Admission of Liability. The Parties enter into this Settlement 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 Settlement 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 with respect to their employees. Neither this Settlement 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 Settlement Agreement or to or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement, this Settlement 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.

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

13.3 Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff's Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. From and after Preliminary Approval of the Settlement, the Class Members (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action have been resolved. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the Settlement. This Settlement shall not be advertised on Plaintiff's Counsel's personal or firm website(s). Notwithstanding the

above, Plaintiff's Counsel can disclose publicly-available information about the Action in their declarations establishing their qualifications as counsel in other cases.

13.4 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.

13.5 Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

13.6 Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

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

13.8 Modifications. The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiff; (iv) signed and approved by an authorized officer of Defendant and (v) approved by the Court.

13.9 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.

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

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

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

13.13 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of Eve H. Wagner, Esq. (mediator) to resolve such disagreement.

13.14 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this

Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

13.15 Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

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

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

13.19 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

13.21 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 legal holiday, such date or deadline shall be on the first business day thereafter.

13.22 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not Plaintiff's representative(s), must personally execute this Settlement Agreement.

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

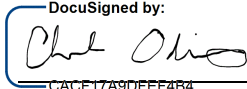
13.24 Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion. This Agreement may be executed by the Parties in any number of counterparts, which are defined as duplicate originals, all of which taken together shall be construed as one document. A signature by facsimile on this Agreement shall be as legally binding as an original signature. This Agreement shall be construed and governed by the laws of the State of California.

PLEASE READ CAREFULLY

**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS**

The Settlement Agreement consists of 21 pages with signatures appearing below.

PLAINTIFF Charlene Olivares

Signature:  _____
CACF17A9DFEF4B4...

Date: 2/5/2024 | 1:10 PM PST

DEFENDANT Hometime Windows & Doors, Inc.

Print Name: _____

Date: _____

Title: _____

Signature: _____

APPROVED AS TO FORM:

Dated: _____

AEGIS LAW FIRM, PC

Kashif Haque, Esq.
Attorneys for Plaintiff

Dated: _____

MUSICK, PEELER & GARRETT LLP

Beth Kahn, Esq.
Matthew Richardson, Esq.
Attorneys for Hometime Windows & Doors, Inc.

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PLAINTIFF Charlene Olivares

Signature: _____

Date: _____

DEFENDANT Hometime Windows & Doors, Inc.

Print Name: Andrew Dulben

Date: 2/9/2024

Title: owner

Signature: Andrew Dulben

APPROVED AS TO FORM:

Dated: _____

AEGIS LAW

Joseph M. Szilagyi, Esq.
Attorneys for Plaintiff

Dated: _____

MUSICK, PEELER & GARRETT LLP

Beth Kahn, Esq.
Matthew Richardson, Esq.
Attorneys for Hometime Windows & Doors, Inc.

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A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS**

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PLAINTIFF Charlene Olivares

Signature: _____

Date: _____

DEFENDANT Hometime Windows & Doors, Inc.

Print Name: _____

Date: _____

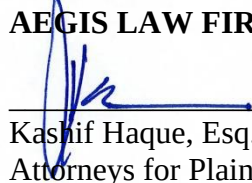
Title: _____

Signature: _____

APPROVED AS TO FORM:

Dated: 2/5/2024

AEGIS LAW FIRM, PC


Kashif Haque, Esq.
Attorneys for Plaintiff

Dated: _____

MUSICK, PEELER & GARRETT LLP

Beth Kahn, Esq.
Matthew Richardson, Esq.
Attorneys for Hometime Windows & Doors, Inc.

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A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS**

The Settlement Agreement consists of 21 pages with signatures appearing below.

PLAINTIFF Charlene Olivares

Signature: _____

Date: _____

DEFENDANT Hometime Windows & Doors, Inc.

Print Name: _____

Date: _____

Title: _____

Signature: _____

APPROVED AS TO FORM:

Dated: _____

AEGIS LAW

Joseph M. Szilagyi, Esq.
Attorneys for Plaintiff

Dated: 2/12/24

MUSICK, PEELER & GARRETT LLP

Matthew Richardson

Beth Kahn, Esq.
Matthew Richardson, Esq.
Attorneys for Hometime Windows & Doors, Inc.