

EXHIBIT 1

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN MATEO**
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11 SAMIME DAOUD, individually, and on behalf of
12 all others similarly situated, and on behalf of other
13 aggrieved employees pursuant to the California
Private Attorneys General Act,

14 Plaintiff,

15 vs.

16 PRODESSE PROPERTY GROUP, a California
17 corporation; and DOES 1 through 10, inclusive,

18 Defendants
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Case No.: 25-CIV-02322

Assigned for All Purposes to:
Hon. Mark A. McCannon, Dept. 2

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: April 1, 2025
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Samime Daoud (“Plaintiff”) and Defendant Prodesse Property Group (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Samime Daoud, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act vs. Prodesse Property Group, a California corporation; and DOES 1 through 10, inclusive*, Case No. 25-CIV-02322 initiated on April 1, 2025, and pending in Superior Court of the State of California, County of San Mateo.
- 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Settlement Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt former and current employees who, for one or more hours during the PAGA Period, provided labor or services for Defendant in California for remuneration at any time during the PAGA Period. No Aggrieved Employee will have the right to request exclusion from receiving an Aggrieved Employee PAGA Payment.
- 1.5. “Aggrieved Employee PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.6. “Class” or “Class Members” means all current and former non-exempt employees who, for one or more hours during the Class Period, provided labor or services for Defendant in California for remuneration at any time during the Class Period.

- 1.7. “Class Counsel” means The Sentinel Firm, APC.
- 1.8. “Class Counsel’s Fees Payment” and “Class Counsel’s Costs Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.9. “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.
- 1.10. “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 and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period of April 1, 2021 through the date on which the Court issues an order granting Preliminary Approval of this Settlement, or, if applicable, the Alternate End Date as discussed in Paragraph 8 of the Agreement.
- 1.12. “Class Representative” means the named Plaintiff Samime Daoud in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.
- 1.13. “Court” means the Superior Court of California, County of San Mateo.
- 1.14. “Days” as used in this Agreement shall mean and refer to calendar days, unless otherwise noted herein. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 1.15. “Defendant” means Prodesse Property Group.
- 1.16. “Defense Counsel” means Spencer Fane LLP.
- 1.17. “Effective Date” means the first business day following the last of the following occurrences:
(i) if no Class Member timely and properly intervenes, files a timely motion to vacate judgment under, or objects to the Settlement, then the date the Court enters the final approval

order and judgment; (ii) if a Class Member timely intervenes or files a timely motion to vacate the judgment or objects to the Settlement, then sixty-one (61) calendar days following the date the Court enters the final approval order and judgment, assuming no appeal is filed; or (iii) if a Class Member timely intervenes or files a motion to vacate judgment, or objects to the Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible.

1.18. “Employee Data” means Class Member and/or Aggrieved Employee identifying information in Defendant’s possession, custody or control including each Class Member’s and/or each Aggrieved Employee’s name, last-known mailing address, Social Security number, number of Workweeks and, if applicable, PAGA Pay Periods.

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” or “Judgment” means the judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)** which is the total amount Defendant agrees to pay under the Settlement, except as otherwise provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Aggrieved Employee PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Incentive Payment and the Administrator’s Expenses.

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

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

- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments, under Labor Code § 2699(i).
- 1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties (i.e., the Aggrieved Employee PAGA Payments and the LWDA PAGA Payment), Incentive Payment, Class Counsel’s Fees Payment, Class Counsel’s Costs Payment, and the Settlement Administration Costs. The remainder is to be paid to Participating Class Members as Individual Settlement Payments.
- 1.28. “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.
- 1.29. “PAGA Pay Period” means any pay period in which, for one or more hours during the PAGA Period, an Aggrieved Employee provided labor or services for Defendant in California for remuneration.
- 1.30. “PAGA Period” means the period from April 1, 2024 through the date on which the Court issues an order granting Preliminary Approval of this Settlement, or, if applicable, the Alternate End Date as discussed in Paragraph 8 of the Agreement.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.32. “PAGA Notice” means Plaintiff’s March 31, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$50,000.00, allocated 35% to the Aggrieved Employees (\$17,500.00) and the 65% to LWDA (\$32,500.00) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means Samime Daoud, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s order granting Preliminary Approval of the

Settlement.

1.37. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.

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

1.39. “Released Parties” means Defendant Prodesse Property Group and each of its officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent entities, subsidiary entities, and affiliated entities.

1.40. “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.

1.41. “Response Deadline” or “Response Period” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) submit Request(s) for Exclusion from the Settlement as discussed herein , (b) submit Objection(s) to the Settlement as discussed herein; or (c) submit Dispute(s) regarding the number of Workweeks or PAGA Pay Periods they worked, as discussed herein. Class Members to whom Class Notice is re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired to submit Request(s) for Exclusion from the Settlement, Objections to the Settlement, or to file Disputes regarding the Workweeks or PAGA Pay Periods allocated to them as a part of the Settlement.

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

1.43. “Workweek” means is any workweek in which, for one or more hours during the Class Period, a Class Member provided labor or services for Defendant in California for remuneration, during the Class Period. Workweeks may be calculated as the number of days between a Class Member’s hire date(s) (the start of the applicable Class Period) and termination date(s) (or the date of approval of the Settlement in the absence of a

subsequent termination date) based on a 360-day year (using Microsoft Excel's DAYS360 or similar function which returns the number of days between two dates) and dividing the result by 7 and then rounding that number up to the nearest whole number.

2. **RECITALS.**

2.1. On April 1, 2025, Plaintiff commenced this Action by filing a Complaint in San Mateo Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On June 5, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on March 31, 2025.

2.2. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

2.3. On December 1, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl, Esq. Subsequently and following additional efforts by the mediator, the Parties were eventually able to subsequently reach an agreement to settle the Action.

2.4. Prior to and following the mediation, Plaintiff obtained, through informal discovery, documents, data, and information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of **\$750,000.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Settlement Payment. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. As discussed further below, in the event the Court approves amounts for Settlement Administration Costs, Incentive Payment, PAGA Payments, or Class Counsel's Fees and/or Costs which are less than requested and/or agreed upon in this Agreement, the remaining amounts will revert to the Net Settlement Amount and will be payable by the Administrator as Individual Settlement Payments to Participating Class Members.

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

3.2.1. To Plaintiff: A Incentive Payment of not more than \$7,500.00 to Plaintiff in his capacity as the Class Representative, in addition to any Individual Settlement Payment and any Aggrieved Employee PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's requests for Incentive Payment that do not exceed this amount. Plaintiff will seek Court approval for any Incentive Payment in the Final Approval Motion. If the Court approves an Incentive Payment in an amount less than the requested \$7,500.00, the Administrator will retain the remaining amount as part of the Net Settlement Amount. The Administrator will report the Incentive Payment using the appropriate IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Incentive Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint,

1 damages, penalties, interest or any other actual or potential damages arising from Plaintiff's
2 obligations to pay taxes owed on the Incentive Payment.

3 3.2.2. To Class Counsel: A Class Counsel's Fees Payment of not more than one-third of the Gross
4 Settlement Amount and Class Counsel's Costs Payment of not more than \$25,000.00. Defendant
5 will not oppose requests for these payments. Plaintiff will seek Court approval for the Class Counsel
6 Fees Payment and the Class Counsel's Costs Payment in the Final Approval Motion. If the Court
7 approves a Class Counsel's Fees Payment and/or a Class Counsel's Costs Payment less than the
8 amounts requested, the Administrator will retain the remainder to the Net Settlement Amount. The
9 Administrator will report the Class Counsel's Fees Payment and Class Counsel's Costs Payment
10 using one or more appropriate IRS-1099 Forms. Released Parties shall have no liability to Class
11 Counsel or any other Plaintiff's Counsel arising from any claim as to any portion of the Class
12 Counsel's Fee Payment and/or Class Counsel's Costs Payment. Class Counsel assumes full
13 responsibility and liability for taxes owed on the Class Counsel's Fees Payment and the Class
14 Counsel Costs Payment and agrees to indemnify Defendant and hold it harmless for any
15 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
16 damages arising from Plaintiff's obligations to pay taxes owed on these Payments or from any
17 dispute or controversy regarding any division or sharing of any of these Payments.

18 3.2.3. To the Administrator: Settlement Administrator Costs not to exceed \$6,990.00 except upon
19 a showing of good cause and as approved by the Court. To the extent the Settlement Administration
20 Costs are less than, or the Court approves payment less than this amount, the Administrator will
21 retain the remainder in the Net Settlement Amount. Apex has been selected as the Administrator,
22 based upon its "not to exceed" bid of \$6,990.00.

23 3.2.4. To Each Participating Class Member: An Individual Settlement Payment calculated by (a)
24 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
25 Class Members during the Class Period and (b) multiplying the result by each Participating Class
26 Member's pro rata Workweeks during the Class Period.

27 3.2.4.1. Tax Allocation of Individual Settlement Payments. 20% of each
28 Participating Class Member's Individual Settlement Payment will be

1 allocated to settlement of wage claims (the “Wage Portion”). The Wage
2 Portion of each Individual Settlement Payment is subject to tax withholding
3 and will be reported on an IRS W-2 Form. The remaining 80% of each
4 Participating Class Member’s Individual Settlement Payment will be
5 allocated to settlement of claims for interest and penalties (the “Non-Wage
6 Portion”). The Non-Wage Portion of each Individual Settlement Payment is
7 not subject to wage withholdings and will be reported on IRS 1099 Forms.
8 Participating Class Members assume full responsibility and liability for any
9 taxes owed on their Individual Settlement Payments and agree to indemnify
10 Defendant and hold it harmless for any responsibility, liability, claim,
11 complaint, damages, penalties, interest or any other actual or potential
12 damages arising from Participating Class Members’ obligations to pay taxes
13 owed on these Payments.

14 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
15 Settlement Payments. Non-Participating Class Members will not receive any
16 Individual Settlement Payments. The Administrator will retain amounts
17 equal to their Individual Settlement Payments in the Net Settlement Amount
18 for distribution to Participating Class Members on a pro rata basis, such that
19 the result is the distribution of 100% of the Net Settlement Amount.

20 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to
21 be paid from the Gross Settlement Amount, with 65% (\$32,500.00) allocated to the LWDA PAGA
22 Payment and 35% (\$17,500.00) allocated to Aggrieved Employee PAGA Payments.

23 3.2.5.1. The Administrator will calculate each Aggrieved Employee PAGA Payment
24 by (a) dividing the amount of the Aggrieved Employees’ 35% share of
25 PAGA Penalties (\$17,500.00) by the total number of PAGA Period Pay
26 Periods worked by all Aggrieved Employees during the PAGA Period and
27 (b) multiplying the result by each Aggrieved Employee’s pro rata PAGA
28 Period Pay Periods. Aggrieved Employees assume full responsibility and

liability for any taxes owed on their Aggrieved Employee PAGA Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

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 Aggrieved Employee PAGA Payments on the appropriate IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. This Settlement is made based on the estimate that number of Workweeks worked by Class Members during the Class Period by the estimated 232 Class Members is 29,187 Workweeks and the number of pay periods worked by the estimated 153 Aggrieved Employees is 4,643 Pay Periods.

4.2. Employee Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet or another format mutually agreed to between the Parties. To protect Class Members' privacy rights, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Employee Data omitted class member identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Employee 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 Employee Data.

4.3. Full Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage

1 Portion of the Gross Settlement Amount by transmitting the funds to the Administrator in two, equal
2 installments. The first such installment will be due within thirty (30) calendar days of the Effective Date of
3 the Settlement, and the second installment will be due six (6) months after the deposit of the first installment.

4 4.4. Payments Following Funding of Gross Settlement Amount. Within thirty (30) calendar days
5 after each instance in which Defendant funds the settlement as provided for in Paragraph 4.3, the
6 Administrator will mail checks for all Individual Settlement Payments, all Aggrieved Employee PAGA
7 Payments, the LWDA PAGA Payment, the Settlement Administration Costs, Class Counsel's Fees
8 Payment, the Class Counsel Cost's Payment, and the Incentive Payment. However, disbursement of the
9 Class Counsel's Fees Payment, the Class Counsel's Costs Payment, and the Incentive Payment shall not
10 precede disbursement of Individual Settlement Payments and Aggrieved Employee PAGA Payments.

11 4.4.1. The Administrator will issue check(s): (i) to Participating Class Members (including
12 those for whom Class Notice was returned undelivered) reflecting their Individual
13 Settlement Payments; and (ii) to Aggrieved Employees (including Non-Participating
14 Class Members who qualify as Aggrieved Employees, inclusive further of those for
15 whom Class Notice was returned undelivered). reflecting their Aggrieved Employee
16 PAGA Payments. The check(s) will be transmitted via First Class U.S. Mail, postage
17 prepaid. The face of each check shall prominently state the date when the check will
18 be voided, which date shall be one hundred eighty (180) calendar days after the date
19 of mailing. The Administrator will cancel all checks not cashed by the void date.
20 The Administrator may send Participating Class Members a single check combining
21 the Individual Settlement Payment and the Aggrieved Employee PAGA Payment.
22 Before mailing any checks, the Settlement Administrator must update the recipients'
23 mailing addresses using the National Change of Address Database.

24 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
25 Members whose checks are returned undelivered without USPS forwarding address.
26 Within seven (7) calendar days of receiving a returned check the Administrator must
27 re-mail checks to the USPS forwarding address provided or to an address ascertained
28 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. For any Class Member whose Individual Settlement Payment check or Aggrieved Employee PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a *cy pres* beneficiary, the Katherine and George Alexander Community Law Center, in conformance with the requirements of California Code of Civil Procedure § 384(b).

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

5. **RELEASES OF CLAIMS.**

Plaintiff, Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. As of the Effective Date and full funding of the Gross Settlement Amount into the QSF, in addition to all other releases set forth in this Agreement, and except as to claims specifically excluded, Plaintiff makes the additional following general release of all claims, known or unknown ("Plaintiff's Release"). Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiff releases the Released Parties

of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from Plaintiff's employment with the Defendant. The released claims include, without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, Sections 17200, et seq.; (15) the California Government Code; and (16) the California Wage Orders (collectively "Claim" or "Claims") which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the final approval of this Settlement Agreement. However, Plaintiff does not release through this settlement any claims against the Released Parties arising from the facts asserted in or included in the Demand Letter sent on Plaintiff's behalf to Defendant (through its counsel) on May 1, 2025 and Plaintiff's potential claim pursuant to CA Labor Code Section 1102.5 *et seq.*; any such claims are explicitly carved out of this settlement. Plaintiff's Release does not extend to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of

1 Plaintiff's Release as discussed in Paragraph 5.1.1. above, Plaintiff expressly waives
2 and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the
3 California Civil Code, which reads:

4 **A general release does not extend to claims that the creditor or**
5 **releasing party does not know or suspect to exist in his or her favor**
6 **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.

7 5.2. Release by Participating Class Members: Upon the occurrence of the Effective Date and
8 Defendant's full funding of the Gross Settlement Amount into the QSF, the claims waived, released, and
9 discharged by Class Members (other than Non-Participating Class Member(s) who opt out of the Settlement
10 by sending the Administrator valid and timely Request(s) for Exclusion) as to the Released Parties are all
11 claims arising during the Class Period which were asserted against Defendant in the operative complaint
12 filed in the Action or which reasonably could have been asserted against Defendant based on the factual
13 allegations stated the operative complaint filed in the Action, included, but not limited to, (a) any alleged
14 failure by Defendant: (1) to pay minimum and/or straight time wages; (2) to pay overtime wages, (3) to
15 provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest
16 period premium wages, (5) to indemnify or reimburse work-related expenses, (6) to issue compliant wage
17 statements, (7) to pay employee sick pay, (8) to timely pay wages at the end of employment, (9) to maintain
18 and/or provide employee records; (b) any right or claim for unfair business practices in violation of
19 California Business & Professions Code Sections 17200, et seq., based on the alleged failures set forth in
20 (a)(1) through (a)(9) above; and (c) any violation of the California Labor Code or any other applicable statute
21 or regulation arising from or related to the conduct alleged in (a)(1) through (a)(9) above, including, without
22 limitation, violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
23 512, 516, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, or any other applicable state statute,
24 rule and/or regulation or Wage Orders, during the Class Period.

25 5.3. Release of PAGA Claims and Civil Penalties Under PAGA: Upon occurrence of the
26 Effective Date and Defendant's full funding of the Gross Settlement Amount, the claims waived, released,
27 and discharged by the Plaintiff as representative and/or agent of the State of California and the LWDA, as
28 to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which were asserted

1 in Plaintiff's LWDA notice letter dated March 31, 2025 preceding the operative complaint filed in the
2 Action.

3 **6. MOTION FOR PRELIMINARY APPROVAL.**

4 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary
5 Approval") that complies with the Court's current checklist for Preliminary Approval.

6 6.1. Plaintiff's Responsibilities. Plaintiff, with the assistance of Class Counsel, will prepare and
7 deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a
8 draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
9 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
10 Labor Code § 2699(f)(2)); (ii) a draft proposed order granting Preliminary Approval and Approval of PAGA
11 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its
12 "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency;
13 operative procedures for protecting the security of Employee Data; amounts of insurance coverage for any
14 data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts
15 of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class
16 Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency
17 to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members
18 or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent
19 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
20 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(s)(1)), this Agreement
21 (Labor Code § 2699(s)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class
22 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
23 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected
24 by the Settlement.

25 6.2. Responsibilities of Class Counsel. Class Counsel is responsible for expeditiously finalizing
26 and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a
27 prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in
28 favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's

1 Preliminary Approval to the Administrator. Class Counsel will also prepare the motions for preliminary and
2 final approval of the Settlement and provide Defendant's counsel with at least three (3) business days in
3 each case to review the motions. Class Counsel shall move for Final Approval of the Settlement no later
4 than forty-five (45) calendar days following the Response Deadline ending unless the Parties confer
5 regarding the need for additional time for filing the final approval motion.

6 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
7 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
8 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
9 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
10 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
11 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,
12 to modify the Agreement and otherwise satisfy the Court's concerns.

13 7. SETTLEMENT ADMINISTRATION.

14 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
15 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement
16 and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement
17 Administration Costs. The Parties and their Counsel represent that they have no interest or relationship,
18 financial or otherwise, with the Administrator other than a professional relationship arising out of prior
19 experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
21 Identification Number for purposes of calculating payroll tax withholdings and providing reports to state
22 and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
24 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

25 7.4. Notice to Class Members.

26 7.4.1. No later than three (3) business days after receipt of the Employee Data, the
27 Administrator shall notify Class Counsel that the list has been received and state the
28 number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods

1 in the Employee Data.

2 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
3 (14) calendar days after receiving the Employee Data, the Administrator will send
4 to all Class Members identified in the Employee Data, via first-class United States
5 Postal Service (“USPS”) mail, the Class Notice (with Spanish translation)
6 substantially in the form attached to this Agreement as **Exhibit A**. The first page of
7 the Class Notice shall prominently estimate the dollar amounts of any Individual
8 Settlement Payment and/or Aggrieved Employee PAGA Payment payable to the Class
9 Member, and the number of Workweeks and PAGA Pay Periods used to calculate
10 these amounts. Before mailing Class Notices, the Administrator shall update Class
11 Member addresses using the National Change of Address database.

12 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
14 Class Notice using any forwarding address provided by the USPS. If the USPS does
15 not provide a forwarding address, the Administrator shall conduct a Class Member
16 Address Search, and re-mail the Class Notice to the most current address obtained.
17 The Administrator has no obligation to make further attempts to locate or send Class
18 Notice to Class Members whose Class Notice is returned by the USPS a second time.

19 7.4.4. The deadlines for Class Members’ written Objections, Challenges to Workweeks
20 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
21 additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise
22 provided in the Class Notice for all Class Members whose notice is re-mailed. The
23 Administrator will inform the Class Member of the extended deadline with the re-
24 mailed Class Notice.

25 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
26 discovers any persons who believe they should have been included in the Employee
27 Data and should have received Class Notice, the Parties will expeditiously meet and
28 confer in person or by telephone, and in good faith in an effort to agree on whether

1 to include them as Class Members. If the Parties agree, such persons will be Class
2 Members entitled to the same rights as other Class Members, and the Administrator
3 will send, via email or overnight delivery, a Class Notice requiring them to exercise
4 options under this Agreement not later than fourteen (14) calendar days after receipt
5 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6 7.5. Requests for Exclusion (Opt-Outs).

7 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
8 Settlement must send the Administrator, by fax, email, or mail, a signed written
9 Request for Exclusion not later than the Response Deadline (i.e., sixty (60) calendar
10 days after the Administrator mails the Class Notice) or as otherwise extended for re-
11 mailed Class Notices as described herein. A Request for Exclusion is a signed letter
12 from a Class Member or his/her representative that reasonably communicates the
13 Class Member's election to be excluded from the Settlement and includes the Class
14 Member's name, address and email address or telephone number, along with the
15 case number of this Action. To be valid, a Request for Exclusion must be timely
16 faxed, emailed, or postmarked by the Response Deadline, subject to extension for
17 remailed Class Notices as described herein.

18 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
19 to contain all the information specified in the Class Notice. The Administrator shall
20 accept any Request for Exclusion as valid if the Administrator can reasonably
21 ascertain the identity of the person as a Class Member and the Class Member's desire
22 to be excluded. The Administrator's determination shall be final and not appealable
23 or otherwise susceptible to challenge. If the Administrator has reason to question
24 the authenticity of a Request for Exclusion, the Administrator may demand
25 additional proof of the Class Member's identity. The Administrator's determination
26 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

27 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
28 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 Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or files an Objection to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Settlement Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members are eligible for an Aggrieved Employee PAGA Payment (in other words, whether or not Class Members submit a timely Request for Exclusion, they shall nonetheless receive their pro rata Aggrieved Employee PAGA Payment).

7.6. Disputes. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (i.e., through the Response Deadline), or as otherwise extended for re-mailed Class Notices as described herein, to challenge the number of 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 fax, email or mail. The 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 Employee Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge; however, the Administrator may contact Defense Counsel to obtain clarification to aid the Administrator's final decision. 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.

7.7. Objections to Settlement.

1 7.7.1. Only Participating Class Members may object to the class action components of the
2 Settlement and/or this Agreement, including contesting the fairness of the
3 Settlement, and/or amounts requested for the Class Counsel's Fees Payment, Class
4 Counsel's Costs Payment and/or Incentive Payment.

5 7.7.2. Participating Class Members may send written Objections to the Administrator, by
6 fax, email, or mail. In the alternative, Participating Class Members may appear in
7 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
8 Approval Hearing. A Participating Class Member who elects to send a written
9 Objection to the Administrator must do so not later than the Response Deadline (i.e.,
10 sixty (60) calendar days after the Administrator mailed the Class Notice), or as
11 otherwise extended for re-mailed Class Notices as described herein.

12 7.7.3. Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.

14 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
15 Employees have no right to object to or intervene in any of the PAGA components
16 of the Settlement.

17 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
18 performed or observed by the Administrator contained in this Agreement or otherwise.

19 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
20 information of interest to Class Members including the date, time and location for
21 the Final Approval Hearing and copies of the Settlement Agreement, the Class
22 Notice, the Final Approval and the Judgment on the Administrator's website. The
23 Administrator will also maintain and monitor an email address and a toll-free
24 telephone number to receive Class Member calls, faxes and emails.

25 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
26 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
27 Not later than five (5) calendar days after the expiration of the deadline for
28 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).

7.8.3. 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 Settlement Payments and Aggrieved Employee PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Disputes. As noted, 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; however, the Administrator may contact Defense Counsel to obtain clarification to aid the Administrator’s final decision.

7.8.5. 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.

7.8.6. Final Report by Settlement 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 fourteen (14) 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.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendant estimates that the number of Workweeks during the Class Period is estimated to be 29,187. The Settlement was calculated based on this Workweek estimate. If, during the course of this Settlement process, the total number of Workweeks increases by more than 10%, (*i.e.*, exceeds 32,105 Workweeks), then Defendant shall, at Defendant's option, make an election that one of the following occur: (1) either the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 32,105 (for example, if the final number of Workweeks is 11% higher than 29,187, then the Gross Settlement Amount will increase by 1%); or (2) Defendant will, at its option, exercise the Alternative End Date to the Class Period and PAGA Period as noted below. "Alternative End Date" as used in Agreement means that at Defendant's election, which election may be exercised at any time prior to the Administrator sending Class Notice, the Class Period and PAGA Period and the releases tied thereto will end as of the date the 10% threshold (*i.e.*, 32,105 Workweeks) is reached to avoid triggering the escalator clause herein. Defendant shall inform Plaintiff no later than two (2) weeks (*i.e.*, fourteen (14) calendar days) prior to the hearing on a Motion for Preliminary Approval whether the provisions of this Paragraph appear to have been triggered and if so, its election under this Paragraph. The Settlement Administrator shall be responsible for making the final determination regarding whether the provisions of this Paragraph are

1 triggered.

2 **9. RIGHT TO WITHDRAW**

3 If 10% or more of the Settlement Class members elect not to participate in the Settlement by
4 submitting a timely and valid Request for Exclusion, Defendant may, at its election, rescind the Settlement
5 and all actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant
6 elects to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
7 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
8 however, Defendant will be responsible for paying all Settlement Administration Costs incurred to that
9 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty
10 (30) calendar days following the Response Deadline.

11 **10. MOTION FOR FINAL APPROVAL**

12 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
13 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
14 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
15 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
16 Counsel prior to filing the Motion for Final Approval upon request.

17 10.1. Response to Objections. Each Party retains the right to respond to any Objection raised by
18 a Participating Class Member, including the right to file responsive documents in Court no
19 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
20 accepted by the Court.

21 10.2. Duty to Cooperate. Class Counsel and Defense Counsel will expeditiously meet and confer
22 in person or by telephone, and in good faith, to resolve any disagreements concerning the
23 Motion for Final Approval. If the Court does not grant Final Approval or conditions Final
24 Approval on any material change to the Settlement (including, but not limited to, the scope
25 of release to be granted by Class Members), the Parties will expeditiously work together in
26 good faith to address the Court’s concerns by revising the Agreement as necessary to obtain
27 Final Approval. The Parties agree that changes to the timing of payments or notice periods,
28 or to the contents of the Notice of Settlement, which are requested by the Court do not

necessitate an amendment or revision to this Agreement unless such an Amendment is required by the Court.

10.3. 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.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel's Fees Payment and Class Counsel's Costs Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not file an Objection to the Settlement as provided in this Agreement or object orally at the Final Approval hearing, 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.

10.5. 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 Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Incentive 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.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1. 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 not 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, any papers submitted or filed in connection with the approval of 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).

12.2. Court Approval. In the event that the Court fails to approve the Settlement notwithstanding the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (2) Defendant shall have no obligation to make any Gross Settlement Amount Payments; (3) any preliminary approval order, final approval order or Judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding.

1 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
3 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
4 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
5 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
6 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
7 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
8 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
9 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
10 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
11 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
12 communication, before the filing of the Motion for Preliminary Approval, with any third party regarding
13 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
14 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
15 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
16 Notwithstanding the foregoing, the Settlement is not confidential, and Plaintiff and/or Plaintiff's Counsel
17 shall submit the settlement to the LWDA and the Court for purposes of obtaining Preliminary Approval
18 and/or Final Approval of the Settlement.

19 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to file a Request for Exclusion or Objection to the Settlement,
21 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
22 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class
23 Members.

24 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
25 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
26 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
27 by any Party.

28 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

1 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
2 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
3 execute any other documents reasonably required to effectuate the terms of this Agreement including any
4 amendments to this Agreement.

5 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
6 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
7 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
8 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
9 to implement the Settlement, or on any modification of the Agreement that may become necessary to
10 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
13 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
14 discharged by the Party in this Settlement.

15 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
17 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
18 or otherwise.

19 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
20 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
21 approved by the Court.

22 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
23 benefit of, the successors of each of the Parties.

24 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the state of California, without regard to
26 conflict of law principles.

27 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
28 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the

1 drafter or participated in the drafting.

2 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
3 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
4 of this Agreement.

5 12.15. Use and Return of Employee Data. Information provided to Class Counsel pursuant to
6 Evidence Code § 1152, and all copies and summaries of the Employee Data provided to Class Counsel by
7 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
8 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in
9 any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90)
10 calendar days after the date when the Court discharges the Administrator's obligation to provide a
11 Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy,
12 all paper and electronic versions of Employee Data received from Defendant.

13 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
14 for convenience of reference only and does not constitute a part of this Agreement.

15 12.17. Notice. All notices, demands or other communications between the Parties in connection
16 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
17 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

18 To Plaintiff:

19 Seung L. Yang
20 seung.yang@thesentinelfirm.com
21 Tiffany Hyun
22 tiffany.hyun@thesentinelfirm.com
23 Jeffrey P. Jackson
24 jeffrey.jackson@thesentinelfirm.com
25 **THE SENTINEL FIRM, APC**
26 355 S Grand Ave. Suite 1450
27 Los Angeles, California 90071
28 Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendants:

SPENCER FANE LLP
Jennifer S. Coleman
jcoleman@spencerfane.com
Elaisha Nandrajog

1 enandrajog@spencerfane.com
2 225 West Santa Clara Street
3 Suite 1500
4 San Jose, California 95113
5 Telephone: 408.286.5100
6 Facsimile: 408.286.5722

7 12.18. Execution in Counterparts. This Agreement may be executed in one or more
8 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
9 shall be accepted as an original. All executed counterparts and each of them will be deemed to be one
10 and the same instrument if counsel for the Parties will exchange between themselves signed
11 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
12 contents of this Agreement.

13 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
15 that upon the signing of this Agreement that pursuant to Code of Civil Procedure Section 583.330 to
16 extend the date to bring a case to trial under Code of Civil Procedure Section 583.310 for the entire
17 period of this settlement process.

18 **[SIGNATURES ON NEXT PAGE]**
19
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28

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 03 / 10 / 2026

By: 

SAMIME DAOUD

5
6 **Defendant:**

7 Dated: 03/27/2026

PRODESSE PROPERTY GROUP

8
9 By: Lynn A. Pierce

Print Name

10 *Lynn A. Pierce*

11 Signature

12 Co-CEO

13 Title

EXHIBIT 2

EXHIBIT 3

EXHIBIT 4