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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

JESUS RUIZ, AGUSTIN RODRIGUEZ and
PABLO JIMENEZ, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

S&B SONS, INC., a California corporation; and
DOES 1 through 100, Inclusive

Defendants.

CASE NO.: BCV-25-101157

[Assigned for all purposes to the Hon. T. Mark
Smith - Dept. 12]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND CLASS
NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs JESUS RUIZ, AGUSTIN RODRIGUEZ and PABLO JIMENEZ (“Plaintiffs”) and defendant S&B SONS, INC. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Ruiz, et al. v. S&B Sons, Inc.*, Case No. BCV-25-101157 initiated on March 28, 2025 and pending in Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” 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 hourly non-exempt employees employed by Defendant in California at any time during the PAGA Period.
- 1.5. “Class” means all hourly non-exempt employees employed by Defendant in California at any time during the Class Period.
- 1.6. “Class Counsel” means Michael Nourmand and James A. De Sario with The Nourmand Law Firm, APC.
- 1.7. “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.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces through Accurant or similar service, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from March 28, 2021 through May 7, 2026.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Kern.
- 1.16. “Defendant” means named Defendant S&B Sons, Inc.
- 1.17. “Defense Counsel” means Alex W. Craigie and Fantasy Windsong of The Craigie Law Firm, P.C.
- 1.18. “Effective Date” means the date when the Final Approval Order becomes final and Defendant fully funds the Gross Settlement Amount. For purposes of this Paragraph, the Final Approval Order “becomes final” upon the last to occur of the following: (a)

1 if there are no objections to the Settlement, the date the Court enters an order granting
2 final approval of the Settlement; (b) if there are objections to the Settlement, and if an
3 appeal, review, or writ is not sought from the Final Approval Order, the day after the
4 time period to appeal the Settlement has expired, i.e., 60 days from the date the Court
5 enters an order granting final approval of the Settlement; or (c) if there are objections
6 to the Settlement, and an appeal, review, or writ is timely sought from the Final
7 Approval Order, the day after the Final Approval Order is affirmed or the appeal,
8 review, or writ is dismissed or denied, and the Final Approval Order is no longer
9 subject to further judicial review.

10 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

11 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
12 Approval of the Settlement.

13 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
14 Approval of the Settlement.

15 1.22. "Gross Settlement Amount" means \$500,000 which is the total amount Defendant
16 agrees to pay under the Settlement except as provided in Paragraph 8 below. This
17 Gross Settlement Amount is an all-in amount without any reversion to Defendant and
18 excludes any employer payroll taxes due on the portion of the Individual Class
19 Payments allocated to wages, which shall not be paid from the Gross Settlement, and
20 shall be the separate additional obligation of Defendant. Given Defendant's claim of
21 financial hardship, which was verified by a review of financial documents provided at
22 mediation, the Gross Settlement Amount will be paid in five (5) structured payments
23 as follows: the first payment of \$100,000 will be paid to the Administrator withing
24 fifteen (15) business days of the Preliminary Approval Order. Thereafter, Defendant
25 shall make four (4) quarterly payments of \$100,000 to the Administrator, with
26 Defendant's share of employer taxes being paid with the last quarterly payment. The
27 aforementioned structured payments, including Defendant's share of payroll taxes,
28 shall be deposited with the Administrator, who will deposit the funds into an interest-

bearing trust account referred to as the Qualified Settlement Fund account from which the Administrator will have authority to distribute money in accordance with the terms of this Settlement Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

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

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: 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.

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.31. “PAGA Period” means the period from March 28, 2024 through May 7, 2026.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiffs’ March 28, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500) and 65% to the LWDA (\$6,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Jesus Ruiz, Agustin Rodriguez and Pablo Jimenez, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint filed on March 3, 2026 (“Operative Complaint”), for unpaid wages, or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys’ fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for failure to pay overtime, failure to pay minimum wages, failure to pay prevailing wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage statements, and unfair competition based on the alleged Labor Code claims, including claims under Labor Code sections 200-203, 218, 218.5, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1771, 1774, Business and Professions Code sections 17200-17208, and all other applicable California

1 regulations and IWC Wage Orders, that accrued at any time during the Class Period.
2 Except as set forth in Plaintiffs' Release, Participating Class Members do not release
3 any other claims, including claims for vested benefits, wrongful termination, violation
4 of the Fair Employment and Housing Act, unemployment insurance, disability, social
5 security, workers' compensation, or claims based on facts occurring outside the Class
6 Period.

7 1.40. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or
8 reasonably could have been alleged, based on the facts stated in the Operative
9 Complaint and/or the PAGA Notice including Labor Code sections 200-204, 210,
10 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2699, and all other
11 applicable California regulations and IWC Wage Orders, that accrued at any time
12 during the PAGA Period. The Released PAGA Claims do not include other PAGA
13 claims, underlying wage and hour claims, claims for wrongful termination,
14 discrimination, unemployment insurance, disability and worker's compensation, and
15 claims outside of the PAGA Period.

16 1.41. "Released Parties" means: S&B Sons, Inc. and each of its former and present
17 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
18 successors, assigns, subsidiaries, and affiliates.

19 1.42. "Request for Exclusion" means a Class Member's submission of a written request to
20 be excluded from the Class Settlement signed by the Class Member.

21 1.43. "Response Deadline" means 45 calendar days after the Administrator mails Notice to
22 Class Members and Aggrieved Employees, and shall be the last date on which Class
23 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or
24 (b) fax, email, or mail his or her Objection to the Settlement. Class Members to
25 whom a Class Notice is resent after having been returned undeliverable to the
26 Administrator shall have an additional 14 calendar days beyond the Response
27 Deadline has expired.
28

1.44. “Settlement” means the disposition of the Action and all related claims affected by this Agreement and the Judgment.

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

2. RECITALS.

2.1. On March 28, 2025, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay overtime, failure to pay minimum wages, failure to pay prevailing wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage statements, and unfair competition. On March 3, 2026, Plaintiffs filed a First Amended Complaint adding an additional cause of action for civil penalties under the Private Attorneys General Act, Labor Code section 2699 *et seq.* The First Amended Complaint is the Operative Complaint in the Action.

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

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On April 7, 2026, the Parties participated in an all-day mediation presided over by Nikki Tolt, Esq., a respected mediator in wage and hour representative and class actions, which led to the settlement of the Action and this Agreement.

2.5. Prior to mediation, the Parties engaged in formal and informal discovery wherein Plaintiffs obtained documents and information to investigate the claims, such as identification of the size of the Class (i.e., approximately 128 non-exempt employees); workweeks for the Class (i.e., approximately 2,200 workweeks); number of alleged Aggrieved Employees for the PAGA claim (i.e., approximately 65 Aggrieved Employees); PAGA pay periods for Aggrieved Employees (i.e., approximately 1,066); sampling of time and payroll records for Plaintiffs and

members of the Class; and relevant policies. Plaintiffs also retained a consultant/expert to analyze the time and payroll records produced by Defendant in order to evaluate damages for the asserted claims. Defendant also provided audited financial records at mediation to verify its claim of financial hardship and the need for a structured payment plan to satisfy the Gross Settlement Amount. Accordingly, Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as provided in Paragraph 8 below, Defendant promises to pay \$500,000 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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.

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 Plaintiffs: Class Representative Service Payment to the Class

Representatives of not more than \$10,000 to each Plaintiff (i.e., \$10,000 to Jesus Ruiz, \$10,000 to Agustin Rodriguez and \$10,000 to Pablo Jimenez), or a total of \$30,000 for Class Representative Service Payments to the Class Representatives (in addition to any Individual Class Payment and any

1 Individual PAGA Payment the Class Representatives are entitled to receive as
2 a Participating Class Member). Defendant will not oppose Plaintiffs' request
3 for a Class Representative Service Payment that does not exceed this amount.
4 As part of the motion for Class Counsel Fees Payment and Class Litigation
5 Expenses Payment, Plaintiffs will seek Court approval for any Class
6 Representative Service Payments no later than 16 court days prior to the Final
7 Approval Hearing. If the Court approves a Class Representative Service
8 Payment less than the amount requested, the Administrator will retain the
9 remainder in the Net Settlement Amount. The Administrator will pay the
10 Class Representative Service Payment using IRS Form 1099. Plaintiffs
11 assumes full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payment. Any denial or modification of the Class
13 Representative Service Payment by the Court to the requested amount of the
14 Class Representative Service Payment will not invalidate this Settlement, and
15 is not grounds for appeal.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
17 (1/3), which is currently estimated to be \$166,666.66, and a Class Counsel
18 Litigation Expenses Payment of not more than \$20,000.00. Defendant will
19 not oppose requests for these payments provided that do not exceed these
20 amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel
21 Fees Payment and Class Litigation Expenses Payment or as part of the Motion
22 for Final Approval, no later than 16 court days prior to the Final Approval
23 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
24 Counsel Litigation Expenses Payment less than the amounts requested, the
25 Administrator will allocate the remainder to the Net Settlement Amount.
26 Released Parties shall have no liability to Class Counsel or any other
27 Plaintiffs' Counsel arising from any claim to any portion any Class Counsel
28 Fee Payment and/or Class Counsel Litigation Expenses Payment. The

1 Administrator will pay the Class Counsel Fees Payment and Class Counsel
2 Expenses Payment using one or more IRS 1099 Forms. Class Counsel
3 assumes full responsibility and liability for taxes owed on the Class Counsel
4 Fees Payment and the Class Counsel Litigation Expenses Payment and holds
5 Defendant harmless, and indemnifies Defendant, from any dispute or
6 controversy regarding any division or sharing of any of these Payments. Any
7 denial or modification of the Class Counsel Fee Payment and/or Class
8 Counsel Litigation Expenses Payment by the Court to the requested amount of
9 the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
10 Payment will not invalidate this Settlement and is not grounds for appeal.

11 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
12 \$7,250 except for a showing of good cause and as approved by the Court. To
13 the extent the Administration Expenses are less or the Court approves
14 payment less than \$7,250, the Administrator will retain the remainder in the
15 Net Settlement Amount.

16 3.2.4. To Each Participating Class Member: An Individual Class Payment
17 calculated by (a) dividing the Net Settlement Amount by the total number of
18 Workweeks worked by all Participating Class Members during the Class
19 Period and (b) multiplying the result by each Participating Class Member's
20 Workweeks.

21 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each
22 Participating Class Member's Individual Class Payment will be
23 allocated to settlement of wage claims (the "Wage Portion"). The
24 Wage Portions are subject to tax withholding and will be reported on
25 an IRS W-2 Form. The remaining 80% of each Participating Class
26 Member's Individual Class Payment will be allocated to settlement of
27 claims for non-wages, interest, and penalties (the "Non-Wage
28 Portion"). The Non-Wage Portions are not subject to wage

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

3.2.4.2. Effect of Non-Participating Class Members on Calculation of

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 65% (\$6,500) allocated to the LWDA PAGA Payment and 35% (\$3,500) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties 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. The PAGA Payment will be characterized as 100% penalties.

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

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records,
3 Defendant has represented there are approximately 128 Class Members who
4 collectively worked a total of 2,200 Workweeks.

5 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the
6 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of
7 a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
8 Administrator must maintain the Class Data in confidence, use the Class Data only
9 for purposes of this Settlement and for no other purpose, and restrict access to the
10 Class Data to Administrator employees who need access to the Class Data to effect
11 and perform under this Agreement. Defendant has a continuing duty to immediately
12 notify Class Counsel if it discovers that the Class Data omitted Class Member
13 identifying information and to provide corrected or updated Class Data as soon as
14 reasonably feasible. Without any extension of the deadline by which Defendant must
15 send the Class Data to the Administrator, the Parties and their counsel will
16 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
17 issues related to missing or omitted Class Data.

18 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
19 Settlement Amount in five (5) structured settlement payments and also fund the
20 amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting
21 these funds to the Administrator as follows: the first payment of \$100,000 will be
22 paid to the Administrator withing fifteen (15) business days of the Preliminary
23 Approval Order. Thereafter, Defendant shall make four (4) quarterly payments of
24 \$100,000 to the Administrator, with Defendant's share of employer taxes being paid
25 with the last quarterly payment. The aforementioned structured payments, including
26 Defendant's share of payroll taxes, shall be deposited with the Administrator, who
27 will deposit the funds into an interest-bearing trust account referred to as the
28

1 Qualified Settlement Fund account from which the Administrator will have authority
2 to distribute money in accordance with the terms of this Settlement Agreement.

3 4.4. Payments from the Gross Settlement Amount. Within five (5) Calander days after
4 Defendant funds the final installment payment of the Gross Settlement Amount and
5 the employer's share of payroll taxes, the Administrator will mail checks for all
6 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
7 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
8 the Class Counsel Litigation Expenses Payment, and the Class Representative Service
9 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
10 Litigation Expenses Payment and the Class Representative Service Payment shall not
11 precede disbursement of Individual Class Payments and Individual PAGA Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First
14 Class U.S. Mail, postage prepaid. The face of each check shall prominently
15 state the date (which is 180 days after the date of mailing) when the check will
16 be voided. The Administrator will cancel all checks not cashed by the void
17 date. The Administrator will send checks for Individual Class Payments to all
18 Participating Class Members. The Administrator will send checks for
19 Individual PAGA Payments to all Aggrieved Employees including Non-
20 Participating Class Members who qualify as Aggrieved Employees. The
21 Administrator may send Participating Class Members a single check
22 combining the Individual Class Payment and the Individual PAGA Payment.
23 Before mailing any checks, the Settlement Administrator must update the
24 recipients' mailing addresses using the National Change of Address Database.

25 4.4.2. The Administrator must conduct a Class Member Address Search for all other
26 Class Members whose checks are returned undelivered without USPS
27 forwarding address. Within 7 days of receiving a returned check the
28 Administrator must re-mail checks to the USPS forwarding address provided

1 or to an address ascertained through the Class Member Address Search. The
2 Administrator need not take further steps to deliver checks to Class Members
3 whose re-mailed checks are returned as undelivered. The Administrator shall
4 promptly send a replacement check to any Class Member whose original
5 check was lost or misplaced, requested by the Class Member prior to the void
6 date.

7 4.4.3. For any Class Member whose Individual Class Payment check or Individual
8 PAGA Payment check is uncashed and cancelled after the void date, the
9 Administrator shall transmit the funds represented by such checks to the
10 California Controller's Unclaimed Property Fund in the name of the Class
11 Member and/or Aggrieved Employee and their social security number thereby
12 leaving no "unpaid residue" subject to the requirements of California Code of
13 Civil Procedure Section 384, subd. (b).

14 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
15 shall not obligate Defendant to confer any additional benefits or make any
16 additional payments to Class Members (such as 401(k) contributions or
17 bonuses) beyond those specified in this Agreement.

18 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
19 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
20 Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and the State of
21 California will release claims against all Released Parties as follows:

22 5.1 Plaintiffs' Release. Plaintiffs and all persons purporting to act on Plaintiffs' behalf or
23 purporting to assert a claim under or through them shall be deemed to have fully,
24 finally, and forever released, settled, compromised, relinquished and discharged any
25 and all of the Released Parties of and from any and all claims, known or unknown,
26 asserted and unasserted, that they have or may have had against Defendant or any of
27 the other Released Parties from the beginning of time through the date Plaintiffs sign
28 the Settlement Agreement, including, but not limited to, any claims concerning

1 Plaintiffs' employment and/or the termination of their employment with Defendant,
2 any claims based on the California Labor Code (including for wages, bonuses,
3 severance pay, employment benefits, stock options), violation of any personnel
4 policy, any claims based on discrimination, harassment, unlawful retaliation,
5 violation of public policy, wrongful termination, or damages of any kind whatsoever,
6 arising out of any common law torts, contracts, express or implied, any covenant of
7 good faith and fair dealing, any theory of wrongful discharge, any theory of
8 negligence, any theory of retaliation, any legal restriction on any affiliated entity's
9 right to terminate the employment relationship, or any federal, state, local, or other
10 governmental statute, executive order, regulation or ordinance, or common law, or
11 any other basis whatsoever, to the fullest extent provided by law, including but not
12 limited to: (a) all claims that were, or reasonably could have been, alleged, based on
13 the facts contained in the Complaint and (b) all PAGA claims that were, or
14 reasonably could have been, alleged based on the facts contained in the Operative
15 Complaint, Plaintiffs' PAGA Notice, or alleged during the Action and released under
16 5.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims
17 or actions to enforce this Agreement, or to any claims for vested benefits,
18 unemployment benefits, disability benefits, social security benefits, or workers'
19 compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs
20 may discover facts or law different from, or in addition to, the facts or law that
21 Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs'
22 Release shall be and remain effective in all respects, notwithstanding such different or
23 additional facts or Plaintiffs' discovery of them.

24 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
25 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishe the
26 provisions, rights, and benefits, if any, of section 1542 of the California Civil
27 Code, which reads:
28

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

6 Plaintiffs understand that Section 1542 gives the right not to release existing
7 claims of which they are not now aware, unless Plaintiffs voluntarily choose
8 to waive this right. Having been so apprised, Plaintiffs nevertheless
9 voluntarily waive the right described in Section 1542 and elect to assume all
10 risks for claims that now exist in his favor, known or unknown.

11 5.2 Release of Class Claims by Participating Class Members: All Participating Class
12 Members, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from the Released Class Claims.

15 5.3 Release of PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the
16 LWDA, and the State of California, are deemed to release, on behalf of themselves
17 and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from the Released
19 PAGA Claims.

20 **6. MOTION FOR PRELIMINARY APPROVAL.** Class Counsel will prepare and file a
21 motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s
22 procedures and instructions.

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

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

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; 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 Administrator.

6.3 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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.

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 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 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.

1 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class
2 Notice returned by the USPS as undelivered, the Administrator shall re-mail
3 the Class Notice using any forwarding address provided by the USPS. If the
4 USPS does not provide a forwarding address, the Administrator shall conduct
5 a Class Member Address Search, and re-mail the Class Notice to the most
6 current address obtained. The Administrator has no obligation to make further
7 attempts to locate or send Class Notice to Class Members whose Class Notice
8 is returned by the USPS a second time.

9 7.4.4 The deadlines for Class Members' written objections, Challenges to
10 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
11 an additional 14 days beyond the Response Deadline provided in the Class
12 Notice for all Class Members whose notice is re-mailed. The Administrator
13 will inform the Class Member of the extended deadline with the re-mailed
14 Class Notice.

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

25 7.5 Requests for Exclusion (Opt-Outs).

26 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
27 Settlement must send the Administrator, by fax, email, or mail, a signed
28 written Request for Exclusion not later than the Response Deadline (plus an

1 additional 14 days for Class Members whose Class Notice is re-mailed). A
2 Request for Exclusion is a letter from a Class Member or his/her
3 representative that reasonably communicates the Class Member's election to
4 be excluded from the Settlement and includes the Class Member's name,
5 address and email address or telephone number. To be valid, a Request for
6 Exclusion must be timely faxed, emailed, or postmarked by the Response
7 Deadline.

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

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

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

1 Aggrieved Employees are deemed to release the claims identified in
2 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA
3 Payment. If a Class Member submits both a Request for Exclusion and an
4 objection, only the Request for Exclusion will be accepted and the objection
5 will be void.

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

20 7.7 Objections to Settlement.

21 7.7.1 Only Participating Class Members may object to the class action components
22 of the Settlement and/or this Agreement, including contesting the fairness of
23 the Settlement.

24 7.7.2 Participating Class Members may send written objections to the
25 Administrator, by fax, email, or mail. In the alternative, Participating Class
26 Members may appear in Court (or hire an attorney to appear in Court) to
27 present verbal objections at the Final Approval Hearing. A Participating Class
28 Member who elects to send a written objection to the Administrator must do

1 so not later than the Response Deadline (plus an additional 14 days for Class
2 Members whose Class Notice was re-mailed). If the Participating Class
3 Member elects to fax, email or mail a written objection to the Administrator,
4 the Administrator shall email a copy of the objection, forthwith but in no
5 event later than 3 business days from the date of receipt, to Class Counsel and
6 Defense Counsel. Class Counsel shall lodge a copy of the objection with the
7 Court.

8 7.7.3 Non-Participating Class Members have no right to object to any of the class
9 action components of the Settlement.

10 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
11 be performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
13 establish and maintain and use an internet website to post information of
14 interest to Class Members including the date, time and location for the Final
15 Approval Hearing and will also maintain and monitor an email address and a
16 toll-free telephone number to receive Class Member calls, faxes and emails.

17 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
18 promptly review on a rolling basis Requests for Exclusion to ascertain their
19 validity. Not later than 7 days after the expiration of the deadline for
20 submitting Requests for Exclusion, the Administrator shall email a list to
21 Class Counsel and Defense Counsel containing (a) the names and other
22 identifying information of Class Members who have timely submitted valid
23 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
24 information of Class Members who have submitted invalid Requests for
25 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
26 (whether valid or invalid).

27 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
28 reports via email 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.

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

7.8.5 Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are 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 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final

report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. In preparation for mediation and during settlement discussions Defendant represented that there are approximately 2,200 workweeks for Class Members during the Class Period. If the total count of workweeks (as contained in the Class Data) exceeds 2,200 during the Class Period, then Defendant shall increase the Gross Settlement Sum by \$227.27 (Gross Settlement Sum divided by 2,200 workweeks) for each additional workweek above 2,200, or change the end date of the Class Period to a date which results in no more than 2,200 total workweeks. However, if Defendant elects to change the end date of the Class Period, then it must make the election at least 10 days prior to Plaintiffs filing the motion for preliminary approval. On July 7, 2026, Defendant provided Phoenix with Class Data to determine the workweek count. On July 10, 2026, Phoenix confirmed that based on this data there are 1,786 workweeks.

9. PERSONAL GUARANTEE. In the event Defendant fails to fully comply with the terms of settlement, including funding the Gross Settlement Amount, and in consideration for the acceptance of the Gross Settlement Amount, Benny Chiittinappilly and Swapna Poulouse hereby irrevocably, absolutely and unconditionally personally guarantee to Plaintiffs, Class Members and Aggrieved Employees the prompt and complete payment of the Gross Settlement Amount and employer's share of payroll taxes, thereon, when due.

1 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
2 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
3 Settlement that includes a request for approval of the PAGA settlement under Labor Code
4 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
5 (collectively “Motion for Final Approval”).

6 10.1 Response to Objections. Each Party retains the right to respond to any objection
7 raised by a Participating Class Member, including the right to file responsive
8 documents in Court no later than 5 court days prior to the Final Approval Hearing, or
9 as otherwise ordered or accepted by the Court.

10 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
11 Approval on any material change to the Settlement (including, but not limited to, the
12 scope of release to be granted by Class Members), the Parties will expeditiously work
13 together in good faith to address the Court’s concerns by revising the Agreement as
14 necessary to obtain Final Approval. The Court’s decision to award less than the
15 amounts requested for the Class Representative Service Payment, Class Counsel Fees
16 Payment, Class Counsel Litigation Expenses Payment and/or Administration
17 Expenses Payment shall not constitute a material modification to the Agreement
18 within the meaning of this paragraph.

19 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
20 the Court will retain jurisdiction over the Parties, Action, and the Settlement under
21 Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this
22 Agreement and/or Judgment, (ii) addressing settlement administration matters, and
23 (iii) addressing such post-Judgment matters as are permitted by law.

24 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, the Parties, their respective counsel, and all
26 Participating Class Members who did not object to the Settlement as provided in this
27 Agreement, waive all rights to appeal from the Judgment, including all rights to post-
28 judgment and appellate proceedings, the right to file motions to vacate judgment,

1 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does
2 not include any waiver of the right to oppose such motions, writs or appeals. If an
3 objector appeals the Judgment, the Parties' obligations to perform under this
4 Agreement will be suspended until such time as the appeal is finally resolved and the
5 Judgment becomes final, except as to matters that do not affect the amount of the Net
6 Settlement Amount.

7 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
8 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires
9 a material modification of this Agreement (including, but not limited to, the scope of
10 release to be granted by Class Members), this Agreement shall be null and void. The
11 Parties shall nevertheless expeditiously work together in good faith to address the
12 appellate court's concerns and to obtain Final Approval and entry of Judgment, on an
13 equal basis, any additional Administration Expenses reasonably incurred at the time
14 of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of
15 the Class Representative Service Payment or any payments to Class Counsel shall not
16 constitute a material modification of the Judgment within the meaning of this
17 paragraph, as long as the Gross Settlement Amount remains unchanged.

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

21 **12. ADDITIONAL PROVISIONS.**

22 12.1 No Admission of Liability, Class Certification or Representative Manageability for
23 Other Purposes. This Agreement represents a compromise and settlement of highly
24 disputed claims. Nothing in this Agreement is intended or should be construed as an
25 admission by Defendant that any of the allegations in the Operative Complaint have
26 merit or that Defendant has any liability for any claims asserted; nor should it be
27 intended or construed as an admission by Plaintiffs that Defendant's defenses in the
28 Action have merit. The Parties agree that class certification and representative

1 treatment is for purposes of this Settlement only. If, for any reason the Court does not
2 grant Preliminary Approval, Final Approval or enter Judgment, pursuant to this
3 Agreement, Defendant reserves the right to contest certification of any class for any
4 reasons, and Defendant reserves all available defenses to the claims in the Action, and
5 Plaintiffs reserve the right to move for class certification on any grounds available
6 and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
7 willingness to settle the Action will have no bearing on, and will not be admissible in
8 connection with, any litigation (except for proceedings to enforce or effectuate the
9 Settlement and this Agreement).

10 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant
11 and Defense Counsel separately agree that, until the Motion for Preliminary Approval
12 of Settlement is filed, they and each of them will not disclose, disseminate and/or
13 publicize, or cause or permit another person to disclose, disseminate or publicize, any
14 of the terms of the Agreement directly or indirectly, specifically or generally, to any
15 person, corporation, association, government agency, or other entity except: (1) to
16 the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
17 this Agreement confidential; (2) counsel in a related matter; (3) to the extent
18 necessary to report income to appropriate taxing authorities; (4) in response to a court
19 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or
20 federal government agency. Each Party agrees to immediately notify each other Party
21 of any judicial or agency order, inquiry, or subpoena seeking such information.
22 Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to,
23 directly or indirectly, initiate any conversation or other communication, before the
24 filing of the Motion for Preliminary Approval, any with third party regarding this
25 Agreement or the matters giving rise to this Agreement except to respond only that
26 "the matter was resolved," or words to that effect. This paragraph does not restrict
27 Class Counsel's communications with Class Members in accordance with Class
28 Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 1 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this
3 Settlement be relied upon as such within the meaning of United States Treasury
4 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 5 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.
- 8 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.
- 10 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California,
12 without regard to conflict of law principles.
- 13 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.
- 16 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of
18 information shall survive the execution of this Agreement.
- 19 12.14 Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.
20 Code §1152, and all copies and summaries of the Class Data provided to Class
21 Counsel by Defendant in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to
23 this Settlement, and no other purpose, and may not be used in any way that violates
24 any existing contractual agreement, statute, or rule of court. Not later than 90 days
25 after the date when the Court discharges the Administrator's obligation to provide a
26 Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall
27 destroy, all paper and electronic versions of Class Data received from Defendant
28 unless, prior to the Court's discharge of the Administrator's obligation, Defendant

1 makes a written request to Class Counsel for the return, rather than the destructions,
2 of Class Data.

3 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
4 inserted for convenience of reference only and does not constitute a part of this
5 Agreement.

6 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
7 shall be to calendar days. In the event any date or deadline set forth in this
8 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be
9 on the first business day thereafter.

10 12.17 Notice. All notices, demands or other communications between the Parties in
11 connection with this Agreement will be in writing and deemed to have been duly
12 given as of the third business day after mailing by United States mail, or the day sent
13 by email or messenger, addressed as follows:

14 To Plaintiffs:

15 Michael Nourmand
16 James A. De Sario
17 The Nourmand Law Firm, APC
18 8822 West Olympic Boulevard
19 Beverly Hills, California 90211
20 Tel.: (310) 553-3600
21 Fax: (310) 553-3603
22 E-Mail:
23 mnourmand@nourmandlawfirm.com
24 jdesario@nourmandlawfirm.com

21 To Defendant:

22 Alex Craigie, Esq.
23 Fantasy Windsong, Esq.
24 The Craigie Law Firm, PC
25 1482 East Valley Road, Suite 800
26 Santa Barbara, California 93108
27 Tel.: (805) 845-1752

28 12.18 Execution in Counterparts. This Agreement may be executed in one or more
counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes
of this Agreement shall be accepted as an original. All executed counterparts and
each of them will be deemed to be one and the same instrument if counsel for the

Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on April 29, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

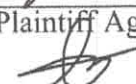
Dated: 08/10/2026


Plaintiff Jesus Ruiz

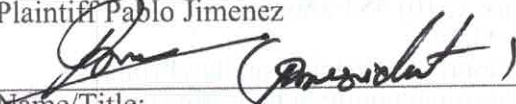
Dated: 08/10/2026


Plaintiff Agustin Rodriguez

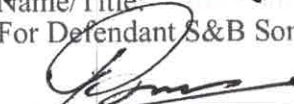
Dated: 08/11/2026


Plaintiff Pablo Jimenez

Dated: 08/21/2026


Name/Title:
For Defendant S&B Sons, Inc.

Dated: 08/21/2026

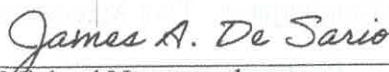

Benny Chiittinappilly, as a Personal Guarantor

Dated: 08-21-2026


Swapna Goulse, as a Personal Guarantor

APPROVED AS TO FORM:

Dated: 08/11/2026


Michael Nourmand
James A. De Sario
The Nourmand Law Firm, APC
Attorney for Plaintiffs

1 Dated: 08.27.26

Alex Craigie

Alex W. Craigie
Fantasy Windsong
The Craigie Law Firm, PC
Attorneys for Defendant

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