

Tyler J. Woods, Esq. (SBN 232464)  
tyler.woods@wilshirelawfirm.com  
James Yoo, Esq. (SBN 310680)  
james.yoo@wilshirelawfirm.com  
Heriberto Ponce, Esq. (SBN 339713)  
eddie.ponce@wilshirelawfirm.com  
Ruby Carrera, Esq. (SBN 343745)  
ruby.carrera@wilshirelawfirm.com

**WILSHIRE LAW FIRM**  
660 S. Figueroa St., Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

Attorneys for Plaintiff LIAM ANDERSON

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

LIAM ANDERSON, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TAIHEIYO CORPORATION, a California  
corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 24STCV25277

*[Assigned for all purposes to Honorable  
Timothy P. Dillon, Dept. 15]*

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

Complaint filed: September 30, 2024

Trial date: None set

Shannon R. Finley, Esq. (SBN 294329)

[sfinley@pettitkohn.com](mailto:sfinley@pettitkohn.com)

Ethan D. Anderson, Esq. (SBN 351674)

[eanderson@pettitkohn.com](mailto:eanderson@pettitkohn.com)

**PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

11622 El Camino Real, Suite 300

San Diego, CA 92130

Telephone: (858) 755-8500

Facsimile: (858) 755-8504

Attorneys for Defendant TAIHEIYO CORPORATION

Paul C. Fricke (SBN 258188)

[paulfricke@frickebarnes.com](mailto:paulfricke@frickebarnes.com)

**FRICKE & BARNES LAW**

701 Palomar Airport Rd, Suite 300

Carlsbad, CA 92011

Tel: (626) 807-5524

Attorneys for Defendant TAIHEIYO CORPORATION

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and  
2 between Plaintiff Liam Anderson (“Plaintiff”) and Defendant Taiheiyo Corporation  
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or  
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against  
7 Defendant captioned *Anderson v. Taiheiyo Corporation, et al.*, Case No. 24STCV25277, initiated  
8 on September 30, 2024, and pending in the Los Angeles County Superior Court.

9 1.2 “Administrator” means Phoenix Class Action Administrative Solutions, the neutral  
10 entity the Parties have agreed to appoint to administer the Settlement.

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

15 1.4 “PAGA Employee” means all current and former hourly, non-exempt employees who  
16 worked at least one pay period for Defendant in California during the PAGA Period.

17 1.5 “Class” means all current and former hourly, non-exempt employees who were  
18 employed by Defendant in the State of California during the Class Period.

19 1.6 “Class Counsel” means Tyler J. Woods, James Yoo, Heriberto Ponce, and Ruby  
20 Carerra of Wilshire Law Firm, PLC.

21 1.7 “Class Counsel Fees Payment” means the amounts allocated to Class Counsel for  
22 reimbursement of reasonable attorneys’ fees as requested pursuant to motion by Plaintiff’s  
23 Counsel in an amount not to exceed 35% of the Gross Settlement Amount (currently \$245,000).

24 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class  
25 Counsel for reimbursement of verified litigation costs and expenses incurred to prosecute the Action, not  
26 to exceed \$25,000, and paid from the Gross Settlement Amount.

27 1.9 “Class Data” means Class Member identifying information in Defendant’s possession  
28 including the Class Member’s name, last-known mailing address, Social Security number, and

number of Class Period Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement 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 a PAGA Employee).

1.11 “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 and/or PAGA Employees.

1.12 “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 “Class Period” means the period from September 30, 2020, to December 31, 2025.

1.14 “Class Representative” means the named plaintiff, Liam Anderson, in the Operative Complaint and Action seeking Court approval to serve as a class representative.

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

1.16 “Court” means the Superior Court of California, County of Los Angeles.

1.17 “Defendant” means named Defendant Taiheiyo Corporation.

1.18 “Defense Counsel” means Shannon R. Finley and Ethan D. Anderson of Pettit Kohn Ingrassia Lutz & Dolin PC and Paul C. Fricke of Fricke & Barnes Law.

1.19 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final on the date by which all of the following have occurred: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.22 “Gross Settlement Amount” or “GSA” means \$700,000, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 4.1.1, *infra*. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and Administration Expenses Payment.

1.23 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount based on the number of Workweeks worked during the Class Period unless they opt out of the Settlement. Class Members are not required to submit claim forms to receive their share of the Individual Class Payments.

1.24 “Individual PAGA Payment” means each PAGA 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. PAGA Employees will automatically receive their Individual PAGA Payments even if they opt out of the class action portions of the Settlement.

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.

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and 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 Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “Objection” means a written objection to the class action components of the

Settlement sent by a Participating Class Member to the Administrator in accordance with Paragraph 7.7 and the Class Notice, or an oral objection presented at the Final Approval Hearing as permitted by the Court. Class Members and PAGA Employees cannot object to the PAGA portion of the Settlement.

1.31 “Objection Form” means the optional form attached as Exhibit B that a Participating Class Member may use to submit a written Objection. A written Objection will not be rejected solely because the Class Member does not use the Objection Form or omits information requested by the form, so long as the Administrator can reasonably identify the Class Member and understand the basis of the Objection.

1.32 “Operative Complaint” means the First Amended Complaint filed in the Action after entry of the stipulated order described in Paragraph 2.7.

1.33 “PAGA Pay Period” means any pay period during which an PAGA Employee worked for Defendant for at least one day during the PAGA Period and was paid, based on Defendant’s hire dates, last dates worked, separation dates (as applicable), and rehire dates (as applicable), and may exclude periods when the PAGA Employee did not work.

1.34 “PAGA Period” means the period from April 1, 2024 to December 31, 2025.

1.35 “PAGA” means the Private Attorneys General Act (Lab. Code § 2698, *et seq.*).

1.36 “PAGA Notice” means Plaintiff’s April 1, 2025 letter (LWDA-CM-1089714-25) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 “PAGA Penalties” means the total amount of civil penalties (\$70,000) to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Employees (\$24,500.00) and 65% to the LWDA (\$45,000.00) in settlement of PAGA claims.

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

1.39 “Plaintiff” means Liam Anderson, the named plaintiff in the Action.

1.40 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.41 “Released Class Claims” means the claims being released, as described in Paragraphs

5.2 and 5.2.1 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraphs 5.3 and 5.3.1 below.

1.43 “Released Parties” means Defendant and any of Defendant’s current and former related entities, other related business entities, parents, and equity holders, owners, and alleged and potential joint employers of any of the Class Members or PAGA Employees, and each of their respective divisions, subsidiaries, joint ventures, customers, members, actual or alleged joint employers, members, directors, officers, employees, contractors, principals, members, agents, investors, representatives, accountants, auditors, attorneys, insurers, consultants, other representatives or persons or acting by, under or in concern with any of the forgoing, and each of the forgoing successors, predecessors and heirs, and any other persons that could be jointly liable with Defendant for any of the Released Claims.

1.44 “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. Class Members and PAGA Employees cannot exclude themselves from the PAGA portion of the Settlement.

1.45 “Response Deadline” means forty-five (45) days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or USPS mail Requests for Exclusion, (b) fax, email, or USPS mail objections to the Settlement, or (c) fax, email, or USPS mail a challenge to the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline.

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

1.47 “Workweek” means any week during which a Class Member worked as an hourly-paid or non-exempt employee for Defendant for at least one day during the Class Period and was paid, based on hire dates, last dates worked, separation dates (as applicable), and rehire dates (as applicable), and may exclude periods when the Class Member did not work.

1 **2. RECITALS.**

2 2.1 On September 30, 2024, Plaintiff commenced this Action by filing a complaint  
3 alleging against Defendant the following causes of action: (1) failure to pay minimum and straight  
4 time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to  
5 authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure  
6 to provide accurate itemized wage statements; (7) failure to indemnify employees for  
7 expenditures; (8) conversion; and (9) unfair business practices under California's Unfair  
8 Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, *et seq.*

9 2.2 On April 1, 2025, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to  
10 the LWDA and Defendant that Plaintiff intended to proceed with a representative action under  
11 PAGA (LWDA-CM-1089714-25.)

12 2.3 Following the PAGA Notice, the Parties agreed to participate in mediation  
13 encompassing both the Class and PAGA claims.

14 2.4 Before mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel  
15 file, a representative sampling of Class Members' time and payroll data, and Defendant's policy  
16 documents in effect during the Class Period. Plaintiff's investigation was sufficient to satisfy the  
17 criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801  
18 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

19 2.5 On October 4, 2025, the Parties participated in an all-day mediation presided over by  
20 mediator Monica Ngo-Bonnici ("Mediator").

21 2.6 Shortly thereafter, the Parties accepted a mediator's settlement proposal on October 7,  
22 2025, thereby reaching a complete resolution of all claims, including those arising under PAGA.

23 2.7 To ensure that the Court has jurisdiction to approve the PAGA portion of this  
24 Settlement and to effectuate a global resolution, the Parties will execute and file a Stipulation and  
25 Proposed Order Granting Leave to File First Amended Complaint for the limited purpose of  
26 adding a PAGA cause of action consistent with the PAGA Notice. The First Amended Complaint  
27 is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the  
28 allegations in the Operative Complaint, denies any failure to comply with the laws identified in

in the Operative Complaint, and denies any and all liability for the causes of action alleged.

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

2.9 The Court has not granted class certification because the Parties engaged in mediation before any motion for class certification was filed.

2.10 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matters or actions 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 4.1.1 below, Defendant promises to pay \$700,000 and no more as the Gross Settlement Amount and to pay separately all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2 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 Plaintiff: Class Representative Service Payment of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount

requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$245,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000 according to proof. Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the

1 extent the administration expenses are less than or the Court approves payment less  
2 than \$10,000, the Administrator will allocate the remainder to the Net Settlement  
3 Amount.

4 3.2.4 To Each Participating Class Member: An Individual Class Payment which the  
5 Administrator shall calculate by (a) dividing the Net Settlement Amount by the total  
6 number of Workweeks worked by all Participating Class Members during the Class  
7 Period and (b) multiplying the result by each Participating Class Member's  
8 Workweeks.

9 3.2.4.1 Tax Allocation of Individual Class Payments. 15% of each Participating  
10 Class Member's Individual Class Payment will be allocated to the settlement of  
11 wage claims (the "Wage Portion"). The Wage Portions are subject to income  
12 tax withholding and will be reported on an IRS W-2 Form. The remaining 85%  
13 of each Participating Class Member's Individual Class Payment will be  
14 allocated to the settlement of claims for interest and statutory penalties (the  
15 "Non-Wage Portion"). The Non-Wage Portions are not subject to wage  
16 withholdings and will be reported on IRS 1099 Forms. Participating Class  
17 Members assume full responsibility and liability for any employee taxes owed  
18 on their Individual Class Payment.

19 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual  
20 Class Payments. Non-Participating Class Members will not receive any  
21 Individual Class Payments. The Administrator will retain amounts equal to their  
22 Individual Class Payments in the Net Settlement Amount for distribution to  
23 Participating Class Members on a pro rata basis.

24 3.2.5 To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$70,000  
25 to be paid from the Gross Settlement Amount, with 65% (\$45,500) allocated to the  
26 LWDA PAGA Payment and 35% (\$24,500) allocated to the Individual PAGA  
27 Payments.

28 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the PAGA Employees' 35% share of PAGA Penalties (\$24,500) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Size Estimates. Based on a review of its records as of the date of mediation (October 4, 2025), Defendant estimates there are 159 Class Members who collectively worked a total of 15,480 Workweeks from the start of the Class Period through the date of mediation, and 82 PAGA Employees who worked a total of 2,463 PAGA Pay Periods from the start of the PAGA Period through the date of mediation.

4.1.1 Escalator Clause. Should the total number of Workweeks increase beyond 10% (i.e., more than 17,028 Workweeks) during the Class Period, Defendant shall have the option either to: (i) increase the Gross Settlement Amount proportionally by the percentage increase in the number of total Workweeks above 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) rolling back the end date of the Class Period to the date on which the total Workweeks reaches, but does not exceed, 17,028 (i.e. 15,480 x 1.1).

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator in five (5) installments as follows: 1) the first installment of \$140,000.00 shall be made no later than thirty (30) calendar days after the Effective Date; 2) the second installment of \$140,000.00 shall be made within sixty (60) days of the due

1 date of the first installment; 3) the third installment of \$140,000.00 shall be made within sixty  
2 (60) days of the due date of the second installment; 4) the fourth installment of \$140,000.00 shall  
3 be made within sixty (60) days of the due date of the third installment; 5) the fifth and final  
4 installment of \$140,000.00 plus Defendant's share of payroll taxes shall be made within sixty  
5 (60) days of the due date of the fourth installment.

6 4.3 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant  
7 has fully funded the GSA, the Administrator will mail checks for all Individual Class Payments,  
8 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and  
10 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the  
11 Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall  
12 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

13 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or  
14 Individual PAGA Payments and send them to the Class Members and PAGA  
15 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall  
16 prominently state the date (not less than 180 days after the date of mailing) when the  
17 check will be voided. The Administrator will cancel all checks not cashed by the void  
18 date. The Administrator will send checks for Individual Class Payments to all  
19 Participating Class Members (including those for whom Class Notice was returned  
20 undelivered). The Administrator will send checks for Individual PAGA Payments to  
21 all PAGA Employees including Non-Participating Class Members who qualify as  
22 PAGA Employees (including those for whom Class Notice was returned undelivered).  
23 The Administrator may send Participating Class Members who are also PAGA  
24 Employees a single check combining the Individual Class Payment and the Individual  
25 PAGA Payment. Before mailing any checks, the Administrator must update the  
26 recipients' mailing addresses using the National Change of Address Database.

27 4.3.2 The Administrator must conduct a Class Member Address Search for all Class  
28 Members and PAGA Employees whose checks are returned undelivered without a

United States Postal Service (“USPS”) forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members or PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or PAGA Employee whose original check was lost or misplaced, as requested by the Class Member or PAGA Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b) and the orders of the Court.

4.3.4 For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller’s Unclaimed Property Fund in the name of the PAGA Employee thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

**5. RELEASES OF CLAIMS.** Effective on the date when Defendant has fully funded the entire Gross Settlement Amount and has funded all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, PAGA Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff’s Complete and General Release. Plaintiff and Plaintiff’s former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release and discharge Released Parties from any and all known and unknown claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notice; c) all claims arising from Plaintiff's employment relationship, or termination of employment relationship, with Defendant including claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law; and (d) any known and unknown claims of any nature arising from any act or omission of the Released Parties occurring prior to the Effective Date. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. 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.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint, including (“Released Class Claims”):

5.2.1 (i) failure to pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (ii) failure to pay wages for off-the-clock work; (iii) failure to pay all overtime and double time wages (including failure to pay overtime, double time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (iv) failure to provide compliant meal periods; (v) failure to provide compliant rest periods; (vi) failure to pay premiums (or correct premiums) for non-compliant meal and rest periods; (vii) failure to pay sick pay; (viii) failure to include bonuses or other incentive compensation in the regular rate of pay calculation or to weight wage rates properly when calculating the regular rate of pay, bonus, and incentive pay; (ix) failure timely to pay wages due at termination and during employment; (x) failure to provide accurate, itemized wage statements; (xi) failure to pay employees two times per month or timely during employment; and (xii) all claims under Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226(b), 226(e), 226(h), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2801, and 2802, as well as claims for unfair competition/unfair business practices under the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims. (“Released Class Claims”)

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

5.3 Release by PAGA Employees: All PAGA Employees, including Non-Participating

1 Class Members who are PAGA Employees, are deemed to release, on behalf of themselves and  
2 their respective former and present representatives, agents, attorneys, administrators, successors,  
3 and assigns, the Released Parties from all claims for civil penalties under the California Private  
4 Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698 et seq., arising during the  
5 PAGA Period that were alleged, or reasonably could have been alleged, based on the facts and  
6 allegations in the Operative Complaint and the PAGA Notice (“Released PAGA Claims”):

7       5.3.1 (i) failure to pay minimum wages, contractual straight-time wages, and wages at  
8           the proper regular rate of pay for all work performed; (ii) failure to pay wages for  
9           off-the-clock work; (iii) failure to pay all overtime and double time wages  
10          (including failure to pay overtime, double time, meal/rest premiums, and/or sick  
11          time wages at the correct regular rate of pay); (iv) failure to provide compliant  
12          meal periods; (v) failure to provide compliant rest periods; (vi) failure to pay  
13          premiums (or correct premiums) for non-compliant meal and rest periods; (vii)  
14          failure to pay sick pay; (viii) failure to include bonuses or other incentive  
15          compensation in the regular rate of pay calculation or to weight wage rates  
16          properly when calculating the regular rate of pay, bonus, and incentive pay; (ix)  
17          failure timely to pay wages due at termination and during employment; (x) failure  
18          to provide accurate, itemized wage statements; (xi) failure to pay employees two  
19          times per month or timely during employment; and (xii) all claims under Labor  
20          Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226(b), 226(e), 226(h),  
21          226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 1030, 1031, 1032, 1033,  
22          1034, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2801, 2802, and 2699.

23 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for  
24 preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current  
25 checklist for Preliminary Approvals.

26       6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for  
27 obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support  
28 of the Motion for Preliminary Approval that includes an analysis of the Settlement under

1 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699,  
2 subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of  
3 PAGA Settlement; (iii) a draft proposed Class Notice, Request for Exclusion Form, and Objection  
4 Form; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve  
5 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members  
6 and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency  
7 to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA  
8 documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, §  
9 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2))); and (vi) all facts relevant  
10 to any actual or potential conflict of interest with Class Members and/or the Administrator. In  
11 their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other  
12 pending matter or action asserting claims that will be extinguished or adversely affected by the  
13 Settlement.

14 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly  
15 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later  
16 than sixteen (16) court days before the hearing and obtaining a prompt hearing date for the Motion  
17 for Preliminary Approval, unless otherwise ordered by the Court. Class Counsel is responsible  
18 for delivering the Court's Preliminary Approval to the Administrator.

19 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
20 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
21 Defense Counsel will expeditiously work together by meeting in person or by telephone, and in  
22 good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or  
23 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and  
24 Defense Counsel will expeditiously work together by meeting in person or by telephone and in  
25 good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 26 7. SETTLEMENT ADMINISTRATION.

27 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action  
28 Administration Solutions to serve as the Administrator and verified that, as a condition of

1 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this  
2 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
3 the Administration Expenses Payment. The Parties and their Counsel represent that they have no  
4 interest or relationship, financial or otherwise, with the Administrator other than a professional  
5 relationship arising out of prior experiences administering settlements.

6 7.2 Employer Identification Number. The Administrator shall have and use its own  
7 Employer Identification Number for purposes of calculating payroll tax withholdings and  
8 providing reports to state and federal tax authorities.

9 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
10 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation  
11 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into  
12 the QSF prior to distribution by the Administrator will become part of the NSA for distribution  
13 to Participating Class Members.

14 7.4 Notice to Class Members.

15 7.4.1 Not later than fourteen (14) days after the Court grants Preliminary Approval,  
16 Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft  
17 Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must  
18 maintain the Class Data in confidence, use the Class Data only for purposes of this  
19 Settlement and for no other purpose, and restrict access to the Class Data to  
20 Administrator employees who need access to effect and perform under this  
21 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if  
22 it discovers that the Class Data omitted Class Member identifying information and to  
23 provide corrected or updated Class Data as soon as reasonably feasible. Without any  
24 extension of the deadline by which Defendant must send the Class Data to the  
25 Administrator, the Parties and their counsel will expeditiously use best efforts, in good  
26 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class  
27 Data.

28 7.4.2 No later than five (5) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the list has been received and state the  
2 number of Class Members, PAGA Employees, Workweeks and PAGA Pay Periods in  
3 the Class Data. Class Counsel and Defense Counsel shall agree on the Class Notice  
4 and approve of the mailing schedule.

5 7.4.3 Using best efforts to perform as soon as possible, and in no event later than  
6 fourteen (14) days after receiving the Class Data, the Administrator will send to all  
7 Class Members identified in the Class Data, via first-class USPS mail, the Class Notice  
8 with Spanish translation substantially in the form attached to this Agreement as  
9 **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar  
10 amounts of any Individual Class Payment and Individual PAGA Payment (if  
11 applicable) payable to the Class Member, and the number of Workweeks and PAGA  
12 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class  
13 Notices, the Administrator shall update Class Member addresses using the National  
14 Change of Address database. The Administrator shall also provide the Objection Form  
15 and Request for Exclusion Form with the Class Notice, which will be provided  
16 substantially in the forms attached to this Agreement as **Exhibits B and C**,  
17 respectively.

18 7.4.4 Not later than five (5) calendar days after the Administrator's receipt of any Class  
19 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
20 Notice using any forwarding address provided by the USPS. If the USPS does not  
21 provide a forwarding address, the Administrator shall conduct a Class Member  
22 Address Search and re-mail the Class Notice to the most current address obtained. The  
23 Administrator has no obligation to make further attempts to locate or send Class  
24 Notice to Class Members whose Class Notice is returned by the USPS a second time.

25 7.4.5 The deadline for Class Members' written objections, challenges to Workweeks  
26 and/or PAGA Pay Periods, and Requests for Exclusion will be extended for Class  
27 Members whose notices are re-mailed. Class Members to whom Class Notices are  
28 resent after having been returned undeliverable to the Administrator shall have their

1 deadline extended an additional fourteen (14) calendar days beyond the forty-five (45)  
2 day Response Deadline. The Administrator will inform the Class Member of the  
3 extended deadline with the re-mailed Class Notice.

4 7.4.6 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
5 discovers any persons who believe they should have been included in the Class Data  
6 and should have received Class Notice, the Parties will expeditiously meet and confer  
7 in person or by telephone, and in good faith, in an effort to agree on whether to include  
8 them as Class Members. If the Parties agree, such persons will be Class Members  
9 entitled to the same rights as other Class Members, and the Administrator will send,  
10 via email or overnight delivery, a Class Notice requiring them to exercise options  
11 under this Agreement not later than fourteen (14) days after receipt of Class Notice,  
12 or the deadline dates in the Class Notice, whichever are later.

13 7.5 Requests for Exclusion (Opt-Outs).

14 7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class  
15 Settlement must send the Administrator, by fax, email, or USPS mail, a signed written  
16 Request for Exclusion, including by using the Request for Exclusion Form attached  
17 as **Exhibit C**, not later than the Response Deadline (plus an additional fourteen (14)  
18 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion  
19 is a letter from a Class Member or the Class Member's representative that reasonably  
20 communicates the Class Member's election to be excluded from the Settlement and  
21 includes the Class Member's name, address, and email address or telephone number,.  
22 To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked  
23 by the Response Deadline. Class Members and PAGA Employees cannot opt out of  
24 the PAGA portion of the Settlement.

25 7.5.2 The Administrator may reject a Request for Exclusion as invalid because it fails  
26 to contain all the information specified in the Class Notice. If Class Counsel or  
27 Defense Counsel object to a determination by the Administrator, the Administrator's  
28 determination shall be reviewed by the Court. If the Administrator has reason to

question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If Class Counsel or Defense Counsel object to a determination by the Administrator, the Administrator's determination of authenticity shall be reviewed by the Court. The Court's determination shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraphs 5.2 and 5.2.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects 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 Class 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 who are PAGA Employees are deemed to release the Released PAGA Claims identified in Paragraphs 5.3 and 5.3.1 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods 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, including by submitting a completed Objection Form, attached as **Exhibit B**. 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 and/or PAGA Pay Periods contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks and/or PAGA Pay Periods is final

1 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly  
2 provide Defense Counsel and Class Counsel copies of all challenges to the calculation of  
3 Workweeks and/or PAGA Pay Periods and the Administrator's determination of the challenges  
4 with personal information (including the names, addresses, phone numbers, and/or full or partial  
5 social security numbers) redacted.

6       7.7     Objections to Settlement.

7           7.7.1     Only Participating Class Members may object to the class action components of  
8                     the Settlement and this Agreement, including contesting the fairness of the Settlement  
9                     and the amounts requested for the Class Counsel Fees Payment, Class Counsel  
10                    Litigation Expenses Payment, and Class Representative Service Payment.

11          7.7.2     Participating Class Members may send written Objections to the Administrator,  
12                     including a completed Objection Form, by fax, email, or mail no later than the  
13                     Response Deadline. Objections must be postmarked on or before the Response  
14                     Deadline. The Objection must include: (a) the case name and number; (b) the Class  
15                     Member's name; (c) the Class Member's address and telephone number; (e) last four  
16                     digits of the Class Member's Social Security number; and (f) the basis for the  
17                     Objection. In the alternative, Participating Class Members may appear in Court (or  
18                     hire an attorney to appear in Court) to present oral objections at the Final Approval  
19                     Hearing. A Participating Class Member who elects to send a written Objection to the  
20                     Administrator must do so not later than forty-five (45) days after the Administrator's  
21                     mailing of the Class Notice (plus an additional fourteen (14) days for Class Members  
22                     whose Class Notice was re-mailed).

23          7.7.3     Non-Participating Class Members have no right to object to any of the class  
24                     action components of the Settlement.

25       7.8     Administrator Duties. The Administrator has a duty to perform or observe all tasks to  
26     be performed or observed by the Administrator set forth in this Agreement or otherwise. The  
27     Administrator has a duty to utilize a unique, secure link to accept confidential class information.  
28     Alternately, Defense Counsel can opt to provide the Class Data to the Administrator using its own

1 secure platform.

2 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will  
3 establish, maintain, and use a website to post information of interest to Class Members  
4 including the date, time, and location for the Final Approval Hearing and copies of the  
5 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
6 Notice, the Request for Exclusion Form, the Objection Form, the Motion for Final  
7 Approval, and the Judgment. The Administrator will also maintain and monitor a toll-  
8 free telephone number to receive Class Member calls, faxes and emails.

9 7.8.2 Requests for Exclusion (Opt-Outs). The Administrator will promptly review on  
10 a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5)  
11 days after the expiration of the deadline for submitting Requests for Exclusion, the  
12 Administrator shall email a list to Class Counsel and Defense Counsel containing (a)  
13 the number of Class Members who have timely submitted valid Requests for  
14 Exclusion; (b) the number of Class Members who have submitted invalid Requests for  
15 Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or  
16 invalid) with all personal contact information for opt-outs and Class Members  
17 (including the names, addresses, phone numbers, and/or full or partial social security  
18 numbers) redacted before they are provided to Class Counsel.

19 7.8.3 Objection Procedures. The Class Notice shall state Class Members who wish to  
20 object to the Settlement may do so by submitting a written Objection, including  
21 submitting the optional Objection Form, to the Administrator by the Response  
22 Deadline. The postmark date will be deemed the exclusive means for determining  
23 whether the mailed Objection is timely. The Administrator will promptly provide any  
24 written Objection to the Parties' counsel upon receiving it with personal contact  
25 information, (including the names, addresses, phone numbers, and/or full or partial  
26 social security numbers) redacted and will disclose and describe the Objection(s) in a  
27 supporting declaration. Class Counsel will include all Objections received and the  
28 response(s) with the Final Approval motion with personal contact information

(including the names, addresses, phone numbers, and/or full or partial social security numbers) redacted. Any Class Member also has the right to have their oral or written Objections heard at the Final Approval Hearing. The Class Members are not required to appear at the Final Approval Hearing to have their Objections considered. Class Counsel will not represent any Class Members with respect to any such Objections to this Settlement. Any Class Member who requests exclusion from the Settlement will not have standing to object to the Settlement. If a Class Member objects to the Settlement, the Class Member will remain a member of the Class. If the Court approves this Settlement, the objecting Class Member will be deemed a Class Member and be bound by the terms of the Settlement and Agreement in the same way and to the same extent as a Class Member who did not object. Class Members and PAGA Employees cannot object to the PAGA portion of the Settlement.

7.8.4 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 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 with all personal contact information (including the names, addresses, phone numbers, and/or full or partial social security numbers) redacted.

7.8.5 Administrator’s Declaration. Not later than fourteen (14) 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 it received (both valid or invalid), and the number of written Objections. 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. The Administrator may not sign a declaration without approval of both Class Counsel and Defense Counsel.

7.8.6 Final Report by Settlement Administrator. Within ten (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 fifteen (15) 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. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 6% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**9. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively

1 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense  
2 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will  
3 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any  
4 disagreements concerning the Motion for Final Approval.

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

9 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
10 Approval on any material change to the Settlement, including the scope of release to be granted  
11 by Class Members, the Parties will expeditiously work together in good faith to address the  
12 Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s  
13 decision to award less than the amounts requested for the Service Award, Attorneys’ Fees,  
14 Attorneys’ Costs, and/or Administrator Costs shall not constitute a material modification to the  
15 Agreement within the meaning of this paragraph.

16 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,  
17 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes  
18 of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters,  
19 and (iii) addressing such post-Judgment matters as are permitted by law pursuant to section 664.6  
20 of the California Code of Civil Procedure.

21 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
22 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
23 Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating  
24 Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment,  
25 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate  
26 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not  
27 include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals  
28 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 Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

**11. ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or in the PAGA Notice have merit or that Defendant (or any Releasee) has any liability for any claims asserted; nor is it intended or should be 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, grant Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle

1 the Action will have no bearing on, and will not be admissible in connection with, any litigation  
2 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

3 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant,  
4 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed,  
5 they and each of them will not disclose, disseminate, publicize, or cause or permit another person  
6 to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly,  
7 specifically or generally, to any person, corporation, association, government agency, or other  
8 entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed  
9 to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary  
10 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or  
11 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each  
12 Party agrees to notify each other Party immediately of any judicial or agency order, inquiry, or  
13 subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel  
14 separately agree not to, directly or indirectly, initiate any conversation or other communication,  
15 before the filing of the Motion for Preliminary Approval, with any third party regarding this  
16 Agreement or the matters giving rise to this Agreement except to respond only that "the matter  
17 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
18 communications with Class Members in accordance with Class Counsel's ethical obligations  
19 owed to Class Members.

20 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and  
21 employees will not solicit any Class Member to opt out of or object to the Settlement or appeal  
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability  
23 to communicate with Class Members in accordance with Defense Counsel and Class Counsel's  
24 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

25 11.4 Press and Publicity. The Parties and their counsel agree that they will not issue any  
26 press releases, initiate any contact with the press, respond to any press inquiry, publicize the  
27 Settlement, or have any communication with the press about this Action and/or facts, amount, or  
28 terms of the Settlement at any time. The Parties agree that "the press" for purposes of this section

1 includes any and all online posts or news articles. This provision shall not apply to the filing of  
2 any documents with the Court or LWDA that are necessary to effectuate the Settlement, nor is it  
3 intended to interfere with or restrict: (a) the Administrator from distributing the Class Notice and  
4 complying with its obligation to provide information to the Class Members and/or PAGA  
5 Employees; (b) the Administrator from posting any judgment on its website; and (c) Class  
6 Counsel from disclosing the names of the Parties in this Action and the venue/case number of this  
7 Action for purposes of proving adequacy.

8       11.5   Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
9 together with its attached exhibits shall constitute the entire agreement between the Parties  
10 relating to the Settlement, superseding all memoranda of understanding, oral representations,  
11 warranties, covenants, or inducements made to or by any Party.

12       11.6   Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
13 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
14 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
15 its terms, and to execute any other documents reasonably required to effectuate the terms of this  
16 Agreement including any amendments to this Agreement.

17       11.7   Cooperation. The Parties and their counsel will cooperate with each other and use their  
18 best efforts in good faith to implement the Settlement by, among other things, modifying the  
19 Settlement Agreement and submitting supplemental evidence and supplementing points and  
20 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
21 or content of any document necessary to implement the Settlement, or on any modification of the  
22 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
23 assistance of the Mediator or the Court for resolution.

24       11.8   No Prior Assignments. The Parties separately represent and warrant that they have not  
25 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or  
26 encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
27 action, or right released and discharged by the Party in this Settlement.

28       11.9   No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are

1 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
2 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
3 Part 10, as amended) or otherwise.

4 11.10 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
5 modified, changed, or waived only by an express written instrument signed by all Parties or their  
6 representatives and approved by the Court.

7 11.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure  
8 to the benefit of, the successors of each of the Parties.

9 11.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
10 governed by and interpreted according to the laws of the State of California, without regard to  
11 conflict of law principles.

12 11.13 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this  
13 Agreement. This Agreement will not be construed against any Party on the basis that the Party  
14 was the drafter or participated in the drafting.

15 11.14 Confidentiality. To the extent permitted by law, all agreements made and orders  
16 entered during the Action and in this Agreement relating to the confidentiality of information  
17 shall survive the execution of this Agreement.

18 11.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to  
19 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class  
20 Counsel by Defendant in connection with the mediation, other settlement negotiations, or the  
21 Settlement, may be used only with respect to this Settlement and for no other purpose, and may  
22 not be used in any way that violates any existing contractual agreement, statute or the California  
23 Rules of Court. Not later than ninety (90) days after the date when the Court discharges the  
24 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement  
25 funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from  
26 Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant  
27 makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

28 11.16 Headings. The descriptive heading of any section or paragraph of this Agreement is

1 inserted for convenience of reference only and does not constitute a part of the Agreement.

2 11.17 Calendar Days. Unless otherwise noted, all references to “days” in this Agreement  
3 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
4 weekend or federal legal holiday, such date or deadline shall be on the first business day  
5 thereafter.

6 11.18 Notice. All notices, demands or other communications between the Parties in  
7 connection with this Agreement will be in writing and deemed to have been duly given as of the  
8 third business day after mailing by United States mail, or the day sent by email or messenger,  
9 addressed as follows:

10 To Plaintiff:

11  
12 Tyler J. Woods, Esq.  
13 tyler.woods@wilshirelawfirm.com  
14 James Yoo, Esq.  
15 james.yoo@wilshirelawfirm.com  
16 Heriberto Ponce, Esq.  
17 eddie.ponce@wilshirelawfirm.com  
18 Ruby Carrera, Esq.  
19 ruby.carrera@wilshirelawfirm.com  
20 **WILSHIRE LAW FIRM**  
21 660 S. Figueroa Street, Sky Lobby  
22 Los Angeles, California 90017  
23 Telephone: (213) 381-9988  
24 Facsimile: (213) 381-9989

19 To Defendant:

20 Shannon R. Finley, Esq.  
21 sfinley@pettitkohn.com  
22 Ethan D. Anderson, Esq.  
23 eanderson@pettitkohn.com  
24 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**  
25 101 Continental Blvd., Suite 820  
26 El Segundo, CA 90245  
27 Telephone: (310) 649--5772  
28 Facsimile: (310) 649-5777

26 Paul C. Fricke, Esq.  
27 paulfricke@frickebarnes.com  
28 **FRICKE & BARNES LAW**  
701 Palomar Airport Rd, Suite 300  
Carlsbad, CA 92011  
Tel: (626) 807-5524

1           11.19 Execution in Counterparts. This Agreement may be executed in one or more  
2 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this  
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
4 deemed to be one and the same instrument if counsel for the Parties will exchange between  
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
6 the existence and contents of this Agreement.

7           11.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
9 agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section  
10 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310  
11 for the entire period of this settlement process.

12           11.21 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable  
13 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be  
14 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.  
15 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise  
16 might apply under federal or state law. The Parties further agree and intend that the Los Angeles  
17 County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

18  
19 [SIGNATURES ON NEXT PAGE]  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 By the Parties:

2  
3 Dated: \_\_\_\_\_

Plaintiff Liam Anderson

4  
5 Dated: 08/17/2026

*Hisashi Qye Miyamoto*

Defendant Taiheiyo Corporation

7 By: Hisashi Que Miyamoto

8 Position: CFO

9 Approved by counsel:

10  
11 Dated:

WILSHIRE LAW FIRM

12 By: \_\_\_\_\_

Tyler J. Woods

James Yoo

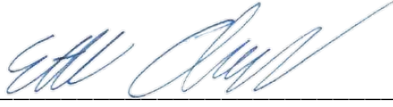
Eddie Ponce

Ruby Carrera

Attorneys for Plaintiff Liam Anderson

13  
14  
15  
16 Dated: August 17, 2026

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

17  
18 By:  \_\_\_\_\_

Shannon R. Finley

Ethan D. Anderson

Attorneys for Defendant Taiheiyo Corporation

19  
20  
21 Dated: 08/24/2026

FRICKE & BARNES LAW

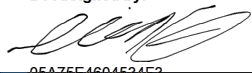
22  
23 By: *Paul Fricke* \_\_\_\_\_

Paul C. Fricke

Attorneys for Defendant Taiheiyo Corporation

By the Parties:

Dated: 7/15/2026

DocuSigned by:  
  
05A75E4604534F3...  
Plaintiff Liam Anderson

Dated: \_\_\_\_\_

Defendant Taiheiyo Corporation

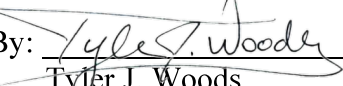
By: \_\_\_\_\_

Position: \_\_\_\_\_

Approved by counsel:

Dated: July 15, 2026

WILSHIRE LAW FIRM

By:   
Tyler J. Woods  
James Yoo  
Eddie Ponce  
Ruby Carrera  
Attorneys for Plaintiff Liam Anderson

Dated: \_\_\_\_\_

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

By: \_\_\_\_\_

Shannon R. Finley  
Ethan D. Anderson  
Attorneys for Defendant Taiheiyo Corporation

Dated: \_\_\_\_\_

FRICKE & BARNES LAW

By: \_\_\_\_\_

Paul C. Fricke  
Attorneys for Defendant Taiheiyo Corporation