AMENDED CLASS, COLLECTIVE, AND REPRESENTATIVE SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class, Collective, and Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiff Julio Mejia Rodriguez ("Plaintiff") "), as an individual, on behalf of himself and all persons similarly situated, and Defendants Green Valley Painting, Inc. and Ian Lillibridge (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants together as "Parties," or individually as "Party."

The Parties Intend for this Settlement Agreement to be binding on Plaintiff, Class Members, and PAGA Settlement Employees (as defined herein) and on Defendants, subject to the terms and conditions hereof and the approval of the Court.

1. DEFINITIONS.

1.1 "Action." The case titled *Rodriguez v. Green Valley Painting, Inc., et al.*, filed on April 4, 2025, in the Solano County Superior Court and assigned Case No. CU25-03192.

1.2 "Aggrieved Employee." All individuals who have been, or currently are, employed by Defendants and who worked at least one shift in California as "non-exempt employees" during the PAGA Period.

1.3 "Attorneys' Fees and Costs." The Attorneys' Fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, any expert expenses, and securing an entry of Judgment on all claims in the Action which are covered by the Released Claims as defined herein. Class Counsel will request Attorneys' Fees not to exceed one third (33.33%) of the Class Settlement Amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00), which is a total of Fifty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($53,333.33). The Costs requested to be reimbursed will not exceed Ten Thousand Dollars and Zero Cents ($10,000.00). The Attorneys' Fees and Costs awarded are subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for Attorneys' Fees and Costs as set forth above. Such Attorneys' Fees and Costs shall be paid from the Class Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. A reduction in the Attorneys' Fees and/or Costs shall not be grounds to nullify this Agreement.

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

1.5 "Claims Administration Costs." The costs payable from the Class Settlement Amount to the Claims Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the Class Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties. The Claims Administration Costs will be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Claims Administrator as being the maximum costs necessary to administer the Settlement. The Claims Administration Costs are currently estimated to be Six Thousand Two Hundred Fifty Dollars and Zero Cents ($6,250.00). To the extent actual Claims Administration Costs are greater than Six Thousand Two Hundred Fifty Dollars and Zero Cents ($6,250.00), such excess amount will be deducted from the Class Settlement Amount, subject to the Court's approval. The Claims Administration Costs will be paid no sooner than fifteen (15) calendar days following the Effective Date.

1.6 "Class Counsel" means Young W. Ryu, Esq. and Kee Seok Mah, Esq. of LOYR, APC.

1.7 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's full name, last-known mailing address, Social Security number, number of Class Period Workweeks and PAGA Pay Periods, and any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

1.8 "Class Member(s)" or "Settlement Class." All individuals who have been, or currently are, employed by Defendants and who worked at least one shift in California as "non-exempt employees" during the Class Period.

1.9 "Class Member Address Search." The Claims 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, and skip traces.

1.10 "Class Notice." The COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, without material variation. A copy of the Class Notice that will be submitted for Court approval is attached as Exhibit A and incorporated by reference into this Agreement.

1.11 "Class Period." The period beginning April 4, 2021, through the November 20, 2025.

1.12 "Class Representative" or "Plaintiff." The named Plaintiff in this Action: Julio Mejia Rodriguez.

1.13 "Class Representative Enhancement Payment." The amount to be paid to Plaintiff in recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Class Members and for Plaintiff's general release of all claims. Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Two Thousand Five Hundred and Zero Cents ($2,500.00). Plaintiff will be issued an IRS Form 1099 in connection with Plaintiff's respective Class Representative Enhancement Payments. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on these payments and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payments. The Class Representative Enhancement Payment will be paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Defendants make no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendants or Defendants' Counsel in this regard.

1.14 "Class Settlement Amount" or "Gross Settlement Amount." The sum of no more than the gross amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) to be paid by Defendants in full satisfaction of all claims arising from the Action. The Class Settlement Amount includes all Individual Settlement Payments to Participating Class Members, Individual PAGA Payment, the LWDA Payment, Class Representative Enhancement Payment, claims administration costs to the Claims Administrator, and Class Counsel's Attorneys' Fees and Costs. In no event shall Defendants be required to pay any amounts above this Class Settlement Amount, with the limited exception that, as to that portion of the payments to Participating Class Members that constitute wages, Defendants will be separately responsible for their respective share of any employer payroll taxes, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class Settlement Amount.

1.15 "Court" means the Superior Court of California, County of Solano.

1.16 "Defense Counsel" means attorneys Harry DeCourcey, Esq., Nicholas Gioiello, Esq., and Benjamin Sanchez, Esq. of Littler Mendelson, P.C. on behalf of Defendant.

1.17 "Effective Date." The fifth (5) business day after all of the following events have occurred: (a) this Agreement has been executed by all Parties and their respective counsel; (b) the Court has given preliminary approval of the Agreement; (c) the Class Notice has been given to the Class Members; (d) the Court has held a final approval hearing and entered a final approval order and judgment certifying the Class and approving the Agreement; and (e) the later of the following events: (i) five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval and enters judgment; or (ii) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until entry of the Solano Superior Court's final approval order and judgment, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.18 "Final Approval." The Court's order granting final approval of the Settlement.

1.19 "Final Approval Hearing." The Court's hearing on the Motion for Final Approval of the Settlement.

1.20 "Judgment." The Judgment Entered by the Court upon Granting Final Approval of the Settlement.

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

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

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

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

1.25 "Net Settlement Amount." The Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA payments, the LWDA PAGA payment, the Class Representative Enhancement payment, payment of the Class Counsel's Attorney's Fees and Costs, and payment of Class Counsel's Attorneys' Fees and Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.27 "PAGA." The Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.28 "PAGA Pay Period." Any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.29 "PAGA Period." The period from January 30 2024, through November 20, 2025.

1.30 "PAGA Notice." Plaintiff's letters to Defendant and the LWDA, dated April 1, 2025 and November 21, 2025, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.31 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees Seven Thousand Dollars and Zero Cents ($7,000.00)), and the 65% to LWDA (Thirteen Thousand and Zero Cents ($13,000.00)), in settlement of PAGA claims.

1.32 "Participating Class Member." Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.33 "Preliminary Approval." The Court's Order Granting Preliminary Approval of the Settlement.

1.34 "Preliminary Approval Order." The proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.35 “Released Class Claims.” The claims being released as described in Paragraph 5.2 below.

1.36 “Released PAGA Claims.” The claims being released as described in Paragraph 5.1.2 below.

1.37 “Released Parties.” Defendants Green Valley Painting, Inc. and Ian Lillibridge any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

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

1.39 "Response Deadline." Forty Five (45) calendar days after the Claims Administrator mails Notice to Class Members. It shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Claims Administrator shall have an additional fifteen (15) calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS.

2.1 Plaintiff worked as a painter for Defendant Green Valley Painting, Inc. for the period from December 13, 2023, through November 25, 2024.

2.2 Pursuant to Labor Code section 2699.3, subd. (a), on April 1, 2025, Plaintiff filed a letter with the LWDA alleging claims against Defendants for: (1) failing to provide uninterrupted rest periods or paying the full statutory penalty for those missed rest periods, per Labor Code §§ 226.7 512, 558 and 1198; (2) failing to compensate for all hours worked or worked performed, including but not limited to, hours worked during required breaks, overtime hours, and off-the-clock work, per the Industrial Wage Order 4 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198; (3) failing to furnish complete and accurate itemized wage statement, per the Industrial Wage Order 4 and Labor Code §§ 226(a) and 1174(d); and (4) failing to timely pay final wages at the time of termination, per Labor Code §§ 201-203.

2.3 On April 4, 2024, Plaintiff commenced the Action, alleging claims for: (1) failure to compensate all hours worked in violation of Industrial Welfare Commission Order No. 9 and Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (2) failure to pay overtime compensation in violation of Labor Code § 1194, et seq.; (3) missed rest breaks in violation of Labor Code §§ 200, 226.7, 512, 558, and 1198 and 12 California Code of Code of Regulations § 11050; (4) failure to provide proper wage statements in violation of Labor Code § 226; (5) failure to pay compensation upon separation of employment in violation of Labor Code §§ 201-203; and (6) violations of California Business and Professions Code §§ 17200, et seq. Defendant denies the allegations in the Complaint, and denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

2.4 On November 21, 2025, Plaintiff filed an amended letter with the LWDA alleging claims against Defendants for: (1) failing to provide uninterrupted meal periods or paying the full statutory penalty for those missed meal periods, per Labor Code §§ 226.7, 512, 558 and 1198; (2) failing to provide uninterrupted rest periods or paying the full statutory penalty for those missed rest periods, per Labor Code §§ 226.7 512, 558 and 1198; (3) failing to compensate for all hours worked or worked performed, including but not limited to, hours worked during required breaks, overtime hours, and off-the-clock work, per the Industrial Wage Order 4 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198; (4) failing to furnish complete and accurate itemized wage statement, per the Industrial Wage Order 4 and Labor Code §§ 226(a) and 1174(d); and (5) failing to timely pay final wages at the time of termination, per Labor Code §§ 201-203.

2.5 On November 20, 2025, the Parties participated in an all-day mediation presided over by Michael Mandel, Esq., which led to this Agreement to settle the Action. As of the date of mediation, the Class Members totaled approximately 96 employees, who had worked approximately 8,544 workweeks during the Class Period.

2.6 For the purposes of settlement only, the Parties stipulate and agree, subject to the Court's entry of an order approving the same, that leave be granted to file a First Amended Complaint in Solano County Superior Court. The Parties will submit a stipulation requested leave to file the First Amended Complaint in Solano County Superior Court, which alleges the underlying claims, causes of action, and factual theories that were pled in the Class Action and the letter and amended letter submitted by Plaintiff to the LWDA. A copy of the Stipulation and the First Amended Complaint that will be filed in this Action is attached as Exhibit B.

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

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

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

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

2.11 The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay the total gross amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) and no more as the Gross Settlement Amount, not including employer-side payroll taxes. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated herein. The Claims Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff. Class Representative Service Payment of not more than Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive) in exchange for a general release of all claims, including a California Civil Code section 1542 waiver. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Claims Administrator will retain and incorporate the remainder in the Net Settlement Amount for distribution on a pro rata basis to Participating Class Members. The Claims Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments. A reduction of the Class Representatives Service Payment shall not be grounds to nullify this Agreement.

3.2.2 To Class Counsel. An Attorney's Fees and Cost Payment to Class Counsel for Thirty Two Thousand ($32,000.00) for services they have rendered and will render to Plaintiff and the Class in the Action and for Ten Thousand Dollars and Zero Cents ($10,000.00) for costs in the amount of up to costs in the amount of not more than. Defendants will not oppose a request for the payment, provided that the request does not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Claims Administrator will allocate and incorporate the remainder to the Net Settlement Amount for distribution on a pro rata basis to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Claims Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction of the Class Counsel Fees Payment and/or Class Counsel Expenses Payment shall not be grounds to nullify this Agreement.

3.2.3 To the Claims Administrator. A Claims Administrator Costs Payment not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents ($6,250.00), except upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Six Thousand Two Hundred Fifty Dollars and Zero Cents ($6,250.00), the Claims Administrator will retain and incorporate the remainder in the Net Settlement Amount for distribution on a pro rata basis to Participating Class Members.

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

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

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

3.2.5 To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of Twenty Thousand Dollars and Zero Cents ($20,000.00) to be paid from the Gross Settlement Amount, with 65% ($13,000.00), allocated to the LWDA PAGA Payment and 35% ($7,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Claims Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties $7,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT DATA, FUNDING AND PAYMENTS.

4.1 Class Data. Not later than twenty (20) business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Claims Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Claims Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Claims Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Claims Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Within Five (5) Business Days of the Effective Date, Defendants shall make a one-time deposit of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000) into a Qualified Settlement Fund to be established by the Settlement Administrator. Defendants shall also separately pay its respective share of employer payroll taxes as calculated and directed by the Settlement Administrator.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Claims Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 Distribution of Settlement Payments and Class Notice. The Claims Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one-hundred eighty (180) calendar days after the date of mailing) when the check will be voided. The Claims Administrator will cancel all checks not cashed by the void date. The Claims Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Claims Administrator will send checks for Individual

PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Claims Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Claims Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3 Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void. Funds associated with cancelled checks will be transmitted 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 the California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASE.

5.1 **Released Class Claims.** Upon the payment of the Gross Settlement Amount, Plaintiff and all Participating Class Members, except those who timely and properly exclude themselves, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Class Claims, defined as follows:

The Released Class Claims means any and all claims that were alleged in the Complaints filed in this Action or in the PAGA Notices, as well as any potential claims reasonably arising out of the same set of operative facts pleaded in the Complaints or PAGA Notices or potential claims reasonably related to the allegations in the Complaints or PAGA Letters. These claims include:

5.1.1 Any claims for unpaid wages, including but not limited to minimum wages, overtime or double time wages, off-the-clock work, premiums for missed meal periods or rest breaks, rounding or regular rate of pay (Wage Order Nos. 4 and 16; Labor Code ("Lab. C.") §§ 200, 203, 218.5, 226, 226.7, 500, 510, 558, 1194, 1197, and 1198; and 8 California Code of Regulations ("CCR") § 11160); failure to provide meal period or premium pay (Wage Order Nos. 4 and 16; Lab. C. §§ 200, 226, 226.7, 512, 558, and 1198); failure to provide rest breaks or premium pay (Wage Order Nos. 4 and 16; Lab. C. §§ 200, 226, 226.7, 512, 558, and 1198); inaccurate wage statements (Wage Order Nos. 4 and 16; Lab. C. §§ 226 *et seq.*, 226(a), 226(e), 1174(d); failure to timely pay wages including final wages (Lab. C. §§ 201-204); unfair competition (Bus. and Prof. Code §§ 17200 *et seq.*); or premiums in connection with any of the preceding claims, as well as any claims under the California Labor Code, California Industrial Welfare Commission's Wage Orders, the California Code of Regulations, or the California common law.

5.1.2 Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages; and

5.1.3 Any and all other claims under the Fair Labor Standards Act ("FLSA"). In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA that were alleged or reasonably could have been alleged based on the same operative facts in the Complaints. The Settlement Administrator shall include a legend on the settlement check stating: "By cashing this check, I am opting in to the settlement in *Julio Mejia Rodriguez v. Green Valley Painting, Inc. and Ian Lillibridge, et al.*, Superior Court of California, County of Solano, Case No. CU25-03192 under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.

5.2 **Released PAGA Claims.** Upon the payment of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released PAGA Claims, as defined as follows:

5.2.1 Any claims for unpaid wages, including but not limited to minimum wages, overtime or double time wages, off-the-clock work, premiums for missed meal periods or rest breaks, rounding or regular rate of pay (Wage Order Nos. 4 and 16; Labor Code ("Lab. C.") §§ 200, 203, 218.5, 226, 226.7, 500, 510, 558, 1194, 1197, and 1198; and 8 CCR § 11160); failure to provide meal period or premium pay (Wage Order Nos. 1, 4, 16; Lab. C. §§ 200, 226, 226.7, 512, 558, and 1198); failure to provide rest breaks or premium pay (Wage Order Nos. 1, 4, 16; Lab. C. §§ 200, 226, 226.7, 512, 558, and 1198; and 8 CCR § 11160); inaccurate wage statements (Wage Order Nos. 4 and 16; Lab. C. §§ 226 *et seq.*, 226(a), 226(e), 1174(d); failure to timely pay wages including final wages (Lab. C.

§§ 201-204); unfair competition (Bus. and Prof. Code §§ 17200 *et seq.*); or premiums in connection with any of the preceding claims, as well as any claims under the California Labor Code, California Industrial Welfare Commission's Wage Orders, the California Code of Regulations, or the California common law.

5.3 **Plaintiff's Released Claims.**

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

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

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all risks for claims that now exist in his favor, known or unknown.

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

5.3.1 <u>No Conditional Payments Made By Medicare to Plaintiff</u>. Plaintiff expressly acknowledges Medicare's statutory right to recovery of conditional payments for medical treatment and medical service rendered in connection with any illness or injury suffered by Plaintiff in the course of Plaintiff's employment with Defendants, and guarantees that Plaintiff is not a Medicare Beneficiary, and there are no outstanding Medicare or Medicaid claims or rights of recovery of conditional payments based on Plaintiff's application for, or receipt of, Medicare or Medicaid benefits. This specifically includes benefits arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein, and any consequences thereof. Additionally, Plaintiff warrants, represents, and guarantees that Plaintiff has no medical expenses arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein, and any consequences thereof, including any of Plaintiff's released claims, nor does Plaintiff anticipate any medical expenses arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein, and any consequences thereof, including any released claims. In the event Medicare asserts such a claim or right of reimbursement now, or at any point in the future, all such claims or rights of reimbursement shall be satisfied from among the proceeds of this settlement, and no additional monies shall ever be requested from or paid by the Released Parties. This settlement is based upon a good faith determination of the Parties to resolve disputed claims. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") or Medicare on this Agreement, or Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this Agreement.

6. ADMINISTRATION OF TAXES.

6.1 <u>Tax Treatment of Individual Settlement Payments</u>. The Individual PAGA Payments will be allocated as 100% penalties and reported on an IRS-Form 1099. All Individual Settlement Payments will be allocated as follows: one third of each Individual Settlement Payment will be allocated as wages and two thirds will be allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Claims Administrator. The Individual Settlement Payments will be reduced by any required legal deductions for each Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Class Members as a result of the wage component, resulting in a net wage component. The Claims Administrator will issue a check and W-2 Form to each Class Member for the wage component. The Claims Administrator will issue a second check and IRS

Form-1099 for the remaining non-wages component. No withholding shall be made on the non-wages portion of the Individual Settlement Payment. The Claims Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes not resolved by the Claims Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

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

6.3 CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

7. MOTION FOR PRELIMINARY APPROVAL. Class Representative and Class Counsel agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

7.1 Plaintiff's Responsibilities. Within twenty (20) calendar days of the full execution of this Agreement, Plaintiff will prepare and deliver to Defense Counsel for review, prior to filing all documents necessary for obtaining Preliminary Approval, =: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Claims 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 Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiff 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 Claims Administrator; (v) a signed declaration from each Class Counsel 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Claims Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Claims Administrator. The Parties have jointly selected Phoenix to serve as the Claims 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 Claims Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4 Notice to Class Members.

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

Claims 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. No other information will be provided to Class Counsel.

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

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

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fifteen (15) calendar days beyond the Forty Five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Claims Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.5 <u>Requests for Exclusion (Opt-Outs)</u>.

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Claims Administrator, by mail, a signed written Request for Exclusion not later than forty five (45) calendar days after the Claims Administrator mails the Class Notice (plus an additional fifteen (15) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.1 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

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

8.7 Objections to Settlement.

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

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

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

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

8.8.1 Toll-Free Number. The Claims Administrator will maintain a toll-free telephone number to receive Class Member calls.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Claims Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) business days after the expiration of the deadline for submitting Requests for Exclusion, the Claims Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Within the same timeframe, Class Counsel shall be entitled to the number of Class Members who have timely submitted valid Requests for Exclusion; and the total number of Class Members who have submitted invalid Requests for Exclusion. If necessary for Final Approval or ordered by the Court, the Claims Administrator may disclose the Exclusion List to Class Counsel.

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

8.8.4 Workweek and/or Pay Period Challenges. The Claims 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 Claims Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Claims Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Claims 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 Claims Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Claims Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Claims Administrator. Within ten (10) calendar days after the Claims Administrator disburses all funds in the Gross Settlement Amount, the Claims Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any further deadline set by the Court, the Claims 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 Claims Administrator's declaration in Court.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 4% (five percent) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) business days after the Claims Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. NULLIFICATION OF AGREEMENT. In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendants exercise their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or (iv) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void. However, in the event the Court does not enter the Preliminary Approval Order or declines to approve the Released Claims specified herein, the Parties shall first meet and confer and attempt in good faith to amend this Agreement so that it may be resubmitted to the Court for preliminary approval. The Parties further agree to cooperate fully and take all steps reasonably necessary to obtain preliminary and/or final approval in the event the Court raises any issues or questions regarding this Settlement or any related filings, including but not limited to the motion for preliminary approval and the motion for final approval.

A reduction of the Attorneys' Fees and Costs and/or any Class Representative Enhancement Payment shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Claims Administrator, unless stated otherwise in this Agreement, shall be paid equally by both Parties.

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 Duty to Cooperate. If the Court does not grant Preliminary Approval, Final Approval, or conditions Preliminary and/or Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Preliminary and/or Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Claims Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Costs Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS.

13.1 Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

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

The Parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), to extend the time within which this action must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by that period of time from Preliminary Approval to the date of Final Approval or upon written notice from either party of an intent to resume litigation, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310.

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

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

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

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

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

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

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

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

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

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

13.14 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

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

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

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

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

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

13.21 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

13.22 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not Plaintiff's representative(s), must personally execute this Settlement Agreement.

13.23 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Claims Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Claims Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

13.24 Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion. This Agreement may be executed by the Parties in any number of counterparts, which are defined as duplicate originals, all of which taken together shall be construed as one document.

A signature by facsimile on this Agreement shall be as legally binding as an original signature. This Agreement shall be construed and governed by the laws of the State of California.

PLEASE READ CAREFULLY

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

The Settlement Agreement consists of 25 pages with signatures appearing below.

PLAINTIFF Julio Mejia Rodriguez

Signature: Julio Mejia
Julio Mejia (Jul 20, 2026 16:24:04 PDT) Date: 07/20/2026

DEFENDANT Green Valley Painting, Inc.

Print Name: ____________________ Date: ____________________

Title: ____________________

Signature: ____________________

DEFENDANT Ian Lillibridge

Print Name: ____________________ Date: ____________________

Title: ____________________

Signature: ____________________