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

MIGUEL A. HUERTA ALVAREZ,
individually, on behalf of all others similarly
situated, and on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 30-2025-01487413-CU-OE-CXC

*[Assigned for all purposes to Judge David A.
Hoffer, Dept. CX103]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Miguel A. Huerta Alvarez (“Plaintiff”) and Defendant ASAS Group, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class and PAGA wage and hour violations against Defendants captioned *Miguel A. Huerta Alvarez v. ASAS Group, Inc.*, Orange Superior Court Case No. 30-2025-01487413-CU-OE-CXC.

1.2 “Administrator” means APEX Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means all persons who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the PAGA Period, as more fully defined in Labor Code section 2699(c)(1), including current and former employees (“Aggrieved Employee(s)").

1.5 “Class” means all persons who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the Class Period, including current and former employees (“Class Member(s)").

1.6 “Class Counsel” means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., and Kareen Shatikian, Esq. of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at \$75,000.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$17,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last-known mailing address, last known telephone number, number of Workweeks, and number of PAGA Pay Periods.

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and

means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final 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.

1.12 “Class Period” means the period from June 3, 2021, through February 6, 2026.

1.13 “Class Representative” means the named Plaintiff Miguel A. Huerta Alvarez in the Action.

1.14 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Orange.

1.16 “Defendant” means named Defendant ASAS Group, Inc.

1.17 “Defense Counsel” means Michael J. Rossiter (SBN 258410) and Zachary M. Schwartz (SBN 286498) of Scott & Whitehead.

1.18 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (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.

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

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

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

1.22 “Gross Settlement Amount” or “GSA” means \$225,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

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

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

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

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

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. 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 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one or more hours during the PAGA Period.

1.32 “PAGA Period” means the period is July 28, 2024, through February 6, 2026.

1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34 “PAGA Notice” means Plaintiff’s May 23, 2025, letter (LWDA-CM-1100866-25) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000.00), allocated 35% to the Aggrieved Employees (\$7,000.00) and 65% to LWDA (\$13,000.00) in settlement of PAGA claims.

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

1.37 "Plaintiff" means Miguel A. Huerta Alvarez , the named plaintiff in the Action.

1.38 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41 "Released Parties" means Defendant and Defendant's former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

1.43 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.45 "Workweek" means any workweek in which a Class Member worked any hours for Defendant in California during the Class Period.

2. RECITALS.

1 2.1 Plaintiff Miguel A. Huerta Alvarez filed this class action complaint on June 3, 2025,
2 against Defendant ASAS Group, Inc. for systemic violations of the California Labor Code and
3 Business & Professions Code. Plaintiff brings this action on behalf of himself and similarly
4 situated employees for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code
5 §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194
6 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to
7 Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final
8 Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized
9 Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures
10 (Cal. Lab. Code § 2802); (8) Failure to Produce Requested Employment Records (Cal. Lab. Code
11 §§ 226 and 1198.5); and (9) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
12 On May 23, 2025, Plaintiff filed a PAGA Notice with the California Labor & Workforce
13 Development Agency and served to Defendant, pursuant to Labor Code § 2699.3(a). On February
14 5, 2026, Plaintiff amended his complaint to include a representative cause of action under the
15 Private Attorneys General Act (PAGA) to seek civil penalties on behalf of the State of California
16 and other aggrieved employees. Plaintiff contends that its claims are supported by Plaintiff's
17 testimony and that Defendant's policies and practices gave rise to the claims alleged in the Action,
18 which affected not only Plaintiff but similarly situated employees across the class period.

19 2.2 This matter is assigned for all purposes to Honorable David A. Hoffer, Department
20 CX103 of the Orange Superior Court. A trial date has not been set.

21 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
22 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
23 the Actions.

24 2.4 In advance of mediation, Defendant agreed to provide informal discovery, including
25 Defendant's informal production of Class member and Aggrieved Employees' time and pay
26 records; Plaintiff's personnel files including complete records and pay stubs, and data points. In
27 advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and
28 applicable law to the Actions.

1 2.5 Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and
2 payroll data for Class Members and the necessary policy documents through informal discovery
3 to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement
4 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
5 forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot*
6 *Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

7 2.6 On January 6, 2026, the Parties participated in an all-day mediation presided over by
8 mediator Michael Strauss, Esq. via Zoom. The Parties accepted a mediator's proposal that day
9 and agreed on general settlement terms. The Parties memorialized their agreement in a
10 Memorandum of Understanding on February 5, 2026.

11 2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
12 any other pending matter or action asserting claims that will be extinguished or affected by the
13 Settlement.

14 3. **MONETARY TERMS.**

15 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
16 Defendant will pay \$225,000.00 to fully settle, resolve, and extinguish all claims asserted in the
17 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
18 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
19 wage portions of the Individual Class Payments, which Defendant will pay separately.

20 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
21 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
22 in the Final Approval:

23 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
24 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
25 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
26 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the
27 Court approves an Enhancement Award less than the amount requested, the Administrator will
28 retain the remainder in the Net Settlement Amount to be distributed to Participating Class

Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$75,000.00, and a Class Counsel Litigation Expenses Payment for actual costs. Defendant will not oppose requests for these payments. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution 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 of 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 Administrator Costs for actual costs, not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is 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 individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class

Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (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 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$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 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 individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 92 Class Members who collectively worked a total of 6,400 Workweeks during the Class Period.

4.2 Class Data. Within 7 days of the Court issuing an order granting preliminary approval of this Settlement, Defendant will deliver to the Administrator identifying information in Defendant's possession, custody, or control for each Class Member, including each Class

1 Member's name, Social Security Number, last known mailing address, last known telephone
2 number, number of Workweeks, and number of PAGA Pay Periods. The Administrator will
3 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
4 (such as issuing notices and payments to the Class Members) and for no other purpose, and restrict
5 access to the Class Data to Administrator employees who need access to the Class Data to effect
6 and perform under this Agreement. Defendant has a continuing duty to immediately notify Class
7 Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted class member
8 identifying information, and to provide corrected or updated Class Data as soon as reasonably
9 feasible. Without any extension of the deadline by which Defendant must send the Class Data to
10 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
11 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
12 Additionally, on or before the date on which Plaintiff files the initial motion for approval of this
13 Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the Class Data
14 will be in their possession by no later than 7 calendar days after that filing date, to ensure that
15 there will be no delays in providing the Class Data to the Administrator.

16 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
17 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
18 the funds to the Administrator no later than thirty (30) days of the Effective Date.

19 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
20 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
21 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
22 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
23 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
24 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
25 Individual Class Payments and Individual PAGA Payments.

26 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
27 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
28 face of each check shall prominently state the date (180 days after the date of mailing) when the

1 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
2 Void Date. The Administrator will send checks for Individual Settlement Payments to all
3 Participating Class Members (including those for whom the Class Notice was returned
4 undelivered). The Administrator will send checks for Individual PAGA Payments to all
5 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
6 Employees (including those for whom Class Notice was returned undelivered). The
7 Administrator may send Participating Class Members a single check combining the Individual
8 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
9 Administrator must update the recipients’ mailing addresses using the National Change of
10 Address Database.

11 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
12 Members whose checks are returned undelivered without USPS forwarding address. Within
13 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
14 forwarding address provided or to an address ascertained through the Class Member Address
15 Search. The Administrator need not take further steps to deliver checks to Class Members whose
16 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
17 replacement check to any Class Member whose original check was lost or misplaced, requested
18 by the Class Member prior to the void date.

19 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
21 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
22 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
23 California Code of Civil Procedure Section 384, subd. (b).

24 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
25 not obligate Defendant to confer any additional benefits or make any additional payments to Class
26 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

27 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
28 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual

1 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
2 Released Parties as follows:

3 5.1 Plaintiff's Release. Upon Defendant's payment in full of the GSA and the
4 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, Plaintiff
5 agrees to a general release of all of Plaintiff's known and unknown claims against the Released
6 Parties and waiver of Civil Code section 1542. Plaintiff discharges Released Parties from all
7 claims, transactions, or occurrences, that occurred during the Class Period, including all claims
8 that were, or reasonably could have been, alleged, based on the facts contained in the Actions;
9 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
10 VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under
11 federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions
12 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
13 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
14 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
15 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
16 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
17 notwithstanding such different or additional facts or Plaintiff's discovery of them.

18 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
20 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

24 5.2 Released Class Claims: Upon Defendant's payment in full of the GSA and the
25 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the
26 claims waived, released, and discharged by Class Members (other than those who submit timely
27 and valid requests for exclusion) as to the Released Parties are all claims arising during the Class
28 Period which were asserted against Defendant in the operative complaint filed in the Action or

which reasonably could have been asserted against Defendant based on the factual allegations stated the operative complaint filed in the Action.

5.3 Released PAGA Claims: Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Aggrieved Employees and the State of California as to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (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 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 Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of 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/or the 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.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a

prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator

1 shall notify Class Counsel that the list has been received and state the number of Class Members,
2 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

12 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
14 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
15 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
16 Notice to the most current address obtained. The Administrator has no obligation to make further
17 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
18 USPS a second time.

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

24 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data and should
26 have received Class Notice, the Parties will expeditiously meet and confer in person or by
27 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
28 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class

Members, the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14) 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 faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. 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. The Administrator's determination of authenticity 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 under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless 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

1 right to object to the class action components of the Settlement. Because future PAGA claims are
2 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
3 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
4 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

5 7.5.5 If more than ten percent (10%) of all Class Members submit valid and timely
6 Requests for Exclusion from the Settlement, Defendant may, in its sole discretion, unilaterally
7 withdraw from and terminate this Settlement by providing written notice to Class Counsel no later
8 than five (5) calendar days prior to the Final Approval Hearing. In that event, this Agreement
9 shall be deemed null and void, subject to any provisions of this Agreement that expressly survive
10 termination.

11 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty) days
12 after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
13 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
14 PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may
15 challenge the allocation by communicating with the Administrator via fax, email or mail. The
16 Administrator must encourage the challenging Class Member to submit supporting
17 documentation. In the absence of any contrary documentation, the Administrator is entitled to
18 presume that the Workweeks contained in the Class Notice are correct so long as they are
19 consistent with the Class Data. The Administrator's determination of each Class Member's
20 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
21 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
22 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
23 Administrator's determination of the challenges.

24 7.7 Objections to Settlement.

25 7.7.1 Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
28 Payment and/or Enhancement Award.

1 7.7.2 Participating Class Members may send written objections to the Administrator, by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
3 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
4 Participating Class Member who elects to send a written objection to the Administrator must do
5 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
6 14 days for Class Members whose Class Notice was re-mailed).

7 7.7.3 Non-Participating Class Members have no right to object to any of the class action
8 components of the Settlement.

9 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
10 be performed or observed by the Administrator contained in this Agreement or otherwise.

11 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
12 maintain and use an internet website to post information of interest to Class Members including
13 the date, time and location for the Final Approval Hearing and copies of the Settlement
14 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
15 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
17 Administrator will also maintain and monitor an email address and a toll-free telephone number
18 to receive Class Member calls, faxes and emails.

19 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
21 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
22 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
23 and other identifying information of Class Members who have timely submitted valid Requests
24 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
25 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
26 Exclusion from Settlement submitted (whether valid or invalid).

27 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
28 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class

1 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
2 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
3 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
4 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
5 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
6 objections received.

7 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
8 address and make final decisions consistent with the terms of this Agreement on all Class Member
9 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
10 shall be final and not appealable or otherwise susceptible to challenge.

11 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
12 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
13 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
14 Court attesting to its due diligence and compliance with all of its obligations under this
15 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
16 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
17 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
18 of written objections and attach the Exclusion List. The Administrator will supplement its
19 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
20 for filing the Administrator’s declaration(s) in Court.

21 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
22 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
23 and Defense Counsel with a final report detailing its disbursements by employee identification
24 number only of all payments made under this Agreement. At least 15 days before any deadline
25 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
26 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
27 payments required under this Agreement. Class Counsel is responsible for filing the
28 Administrator's declaration in Court.

1 8. **ESCALATOR CLAUSE.** The GSA was calculated based on Defendant's above estimated
2 number of Class Members, and Workweeks. If, during the course of this Settlement process, the
3 total number of Workweeks (as defined above) increases by more than 10% (i.e. more than 7,040
4 Workweeks), the Defendant shall have the option of either (a) increasing the GSA on a pro-rata
5 basis equal to the percentage increase in workweeks above 7,040 (for example, if the Workweek
6 count increases by 12%, then the GSA shall increase by 2%; or (b) cutting off the Class Period
7 as of the date that there are 7,040 Workweeks. This is a material representation for Plaintiff to
8 enter into this Settlement.

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

17 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
18 by a Participating Class Member, including the right to file responsive documents in Court no
19 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
20 accepted by the Court.

21 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the scope of
23 release to be granted by Class Members), the Parties will expeditiously work together in good
24 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
25 Approval. The Court's decision to award less than the amounts requested for the Enhancement
26 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
27 Administrator Costs shall not constitute a material modification to the Agreement within the
28 meaning of this paragraph.

1 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
3 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
4 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
7 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
8 counsel, and all Participating Class Members who did not object to the Settlement as provided in
9 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
10 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
11 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
12 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
13 obligations to perform under this Agreement will be suspended until such time as the appeal is
14 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
15 of the Net Settlement Amount.

16 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
17 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
18 modification of this Agreement (including, but not limited to, the scope of release to be granted
19 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
20 expeditiously work together in good faith to address the appellate court's concerns and to obtain
21 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
22 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
23 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
24 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
25 Settlement Amount remains unchanged.

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

1 **11. ADDITIONAL PROVISIONS.**

2 11.1 No Admission of Liability, Class Certification or Representative Manageability for
3 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
4 claims. Nothing in this Agreement is intended or should be construed as an admission by
5 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
6 any liability for any claims asserted; nor should it be intended or construed as an admission by
7 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
8 certification and representative treatment is for purposes of this Settlement only. If, for any
9 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
10 reserves the right to contest certification of any class for any reason, Defendant reserves all
11 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
12 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
13 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
14 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
15 Settlement and this Agreement).

16 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
17 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
18 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
19 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
20 or indirectly, specifically or generally, to any person, corporation, association, government
21 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
22 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
23 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
24 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
25 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
26 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
27 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
28 communication, before the filing of the Motion for Preliminary Approval, with any third party

1 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
2 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
3 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
4 obligations owed to Class Members.

5 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
7 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
8 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
9 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

10 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties
12 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
13 inducements made to or by any Party.

14 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
16 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
17 its terms, and to execute any other documents reasonably required to effectuate the terms of this
18 Agreement including any amendments to this Agreement.

19 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
21 Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
23 or content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity and portion of any liability, claim, demand, action, cause of

action, or right released and discharged by the Party in this Settlement.

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

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

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

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

11.12 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.

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

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

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

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

addressed as follows:

To Plaintiff:

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber, Esq.
bejamin.haber@wilshirelawfirm.com
Talar DerOhannessian, Esq.
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian, Esq.
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660 S. Figueroa St., Sky Lobby
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Facsimile: (213) 381-9989

To Defendant:

SCOTT & WHITEHEAD

Michael J. Rossiter, Esq.
mrossiter@employerlaw.com
Zachary M. Schwartz, Esq.
zschwartz@employerlaw.com
2601 Main Street, Suite 510
Irvine, CA 92614
Telephone: (949) 222-0166
Facsimile: (949) 222-0113

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

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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any

proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Orange County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

Plaintiff:

Dated: 3/31/2026

Signed by:



F05157AD51AC4FE...

MIGUEL A. HUERTA ALVAREZ

Defendant:

Dated: 04/05/2026



Abdul A. Sadruddin (Apr 5, 2026 13:02:44 PDT)

ASAS GROUP, INC

By (name): Abdul A Sadruddin

Title: Owner/Operator

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: March 31, 2026

By:



Benjamin H. Haber, Esq.

Talar DerOhannessian, Esq.

Kareen Shatikian, Esq.

Counsel for Plaintiff Miguel A. Huerta Alvarez

SCOTT & WHITEHEAD



By:

Michael J. Rossiter, Esq.

Zachary M. Schwartz, Esq.

Counsel for Defendant ASAS GROUP, INC.