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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

MOHANAD A. YOUSIF, individually, and on
 behalf of all others similarly situated,

Plaintiff,

v.

TURLOCK RV CENTER, INC., a California
 corporation; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: CV-25-004538

CLASS AND REPRESENTATIVE ACTION
 [Assigned for all purposes to the Hon. John D.
 Freeland, Dept. 23]

**JOINT STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT**

Complaint: May 8, 2025
 First Amended Complaint: July 9, 2025
 Trial date: Not set

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Mohanad A. Yousif and Defendant Turlock RV Center, Inc. (collectively, “the Parties”).

1. DEFINITIONS.

- 1.1. “Action” means *Mohanad A. Yousif v. Turlock RV Center, Inc.*, Superior Court of the State of California, County of Stanislaus, Case No. CV-25-004538.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with seeking the Preliminary Approval Order.
- 1.4. “Aggrieved Employee” means, for purposes of Settlement, all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. “Class” means, for purposes of Settlement, all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and reimbursement of actual expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including each individual’s full name, last-known mailing and/or e-mail address, Social

Security Number, dates of employment, number of Workweeks, and number of PAGA Pay Periods.

1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Court-approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in a form substantially similar to the draft attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.

1.12. “Class Period” means the period from May 8, 2024, through July 7, 2026.

1.13. “Class Representative” means the named Plaintiff in the Action, Mohanad A. Yousif, seeking Court approval to serve as the Class Representative.

1.14. “Class Representative Service Award” means the court-approved payment allocated to the Class Representative for initiating and providing services in support of the Action, not to exceed \$5,000.00.

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

1.16. “Defendant” means Turlock RV Center, Inc., the named Defendant in the Action.

1.17. “Defense Counsel” means Offit Kurman, P.C.

1.18. “Effective Date” means the first business date after both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters the Final Judgment; (ii) if an objection is filed and not withdrawn, the deadline for

filing an appeal and no such appeal being filed; or (iii) if a timely appeal is filed, the date of the resolution or withdrawal of any such appeal in a way that does not alter the terms of the Settlement.

1.19. “Final Approval Order” 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. “Gross Settlement Amount” means \$265,000.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, exclusive of the Individual Settlement Payment and employer payroll taxes. The Gross Settlement Amount will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Class Representative Service Award, and the Administration Expenses Payment.

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

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

1.24. “Judgment” means the Judgment entered by the Court upon the Final Approval Order.

1.25. “LWDA” means the California Labor and Workforce Development Agency.

1.26. “LWDA PAGA Payment” means sixty-five percent (65%) of the PAGA Penalties, which equals \$17,225.00.

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative Service Award, and PAGA Penalties. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “Operative Complaint” means the Second Amended Class and Representative Action Complaint filed by Plaintiff in the Action.
- 1.30. “PAGA” means the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.*
- 1.31. “PAGA Notice” means Plaintiff’s May 4, 2025, Notice of California Labor Code Violations and PAGA Penalties sent to Defendant and submitted to the LWDA pursuant to California Labor Code § 2699.3(a)(1)(A), assigned LWDA Case No. LWDA-CM 1096399 25.
- 1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant in the State of California at least one day during the PAGA Period.
- 1.33. “PAGA Penalties” means \$26,500.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) (\$9,275.00) to the Aggrieved Employees and sixty-five percent (65%) (\$17,225.00) to the LWDA.
- 1.34. “PAGA Period” means the period from May 8, 2024, through July 7, 2026.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Mohanad A. Yousif, the named Plaintiff in the Action.
- 1.37. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.
- 1.38. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator.
- 1.39. “Released Class Claims” means the claims being released as described in Section 5.2 below.

- 1.40. “Released PAGA Claims” means the claims being released as described in Section 5.3 below.
- 1.41. “Released Parties” means Defendant Turlock RV Center, Inc., and each of its former, present, and/or future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert with any of them that could be considered to have jointly employed the Settlement Class Members or PAGA Aggrieved Employees.
- 1.42. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement.
- 1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) email or postmark a Request for Exclusion from the Class Settlement; (b) email or postmark a written Objection to the Settlement; or (c) email or postmark a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and entry of the Final Approval Order and Judgment. “Class Settlement” means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. “PAGA Settlement” means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.
- 1.45. “Workweek” means any workweek during which a Class Member worked for Defendant in the State of California at least one day during the Class Period.

1 **2. RECITALS.**

2 2.1. On May 4, 2025, pursuant to Labor Code § 2699.3(a)(1)(A), Plaintiff provided written
3 notice to the LWDA and Defendant by sending the PAGA Notice. The LWDA assigned
4 Case No. LWDA-CM 1096399 25 to the PAGA Notice. The administrative exhaustion
5 period under PAGA expired without any notice from the LWDA of intent to investigate
6 the allegations.

7 2.2. On May 8, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes
8 of action against Defendant for: (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§
9 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code
10 §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and
11 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7); (5)
12 Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure
13 to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201–203); (7) Failure to
14 Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair
15 Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

16 2.3. On July 9, 2025, Plaintiff filed a First Amended Class and Representative Action
17 Complaint (“FAC”) against Defendant adding a cause of action for civil penalties under
18 PAGA (Cal. Lab. Code §§ 2698, *et seq.*).

19 2.4. On May 7, 2026, the Parties participated in a full-day mediation, presided over by
20 experienced wage-and-hour mediator Doug Leach, which led to this Agreement to settle
21 the Action (the “Mediation”). The Parties executed a Memorandum of Understanding on
22 May 7, 2026, the terms of which are memorialized in this Agreement.

23 2.5. Pursuant to the Mediation and this Agreement, Plaintiff agreed to file a Second Amended
24 Class and Representative Action Complaint (“SAC”) to re-add class allegations for
25 settlement purposes only, as the Operative Complaint in the Action.

26 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply
27 with any laws, including, but not limited to, the laws identified in the Operative
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Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

2.7. The Parties conducted an investigation and informal discovery of the facts and law after the Action was filed and before the Mediation. Defendant produced documents relating to its policies, practices, and procedures, along with payroll, timekeeping, and time and pay data for Plaintiff, Class Members and Aggrieved Employees, as part of the confidential mediation process. The Parties' investigation was sufficient to allow Class Counsel to make an informed evaluation of the strengths and weaknesses of the claims and defenses at issue in the Action.

2.8. The Court has not granted class certification.

2.9. 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.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$265,000.00 as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.2 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Award to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and

1 Individual PAGA Payment the Class Representative is entitled to receive as a
2 Participating Class Member). Defendant will not oppose Plaintiff's request for a
3 Class Representative Service Award that does not exceed this amount. Plaintiff
4 and/or Class Counsel will file a motion supporting the Class Representative
5 Service Award no later than sixteen (16) court days before the Final Approval
6 Hearing. If the Court approves a Class Representative Service Award less than
7 the amount requested, the Administrator shall allocate the remainder to the Net
8 Settlement Amount. The Administrator shall pay the Class Representative
9 Service Award using IRS Form 1099. Plaintiff assumes full responsibility and
10 liability for any taxes owed on his Class Representative Service Award. The
11 Service Award will not be a material term of the Settlement Agreement, and if
12 the Court approves an award of less than the requested amount, such change will
13 not give rise to a basis to abrogate the Settlement Agreement.

14 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
15 the Gross Settlement Amount, which is currently estimated to be up to
16 \$88,333.33, and a Class Counsel Litigation Costs Payment for reasonable
17 litigation costs incurred to prosecute the Action, but not to exceed \$20,000.00.
18 Defendant will not oppose requests for these payments provided that the Class
19 Counsel Fees Payment does not exceed one-third of the Gross Settlement
20 Amount and that litigation costs are reasonable. Plaintiff and/or Class Counsel
21 will file a motion for Class Counsel Fees Payment and Class Counsel Litigation
22 Costs Payment no later than sixteen (16) court days prior to the Final Approval
23 Hearing. If the Court approves a Class Counsel Fees Payment and/or Class
24 Counsel Litigation Costs Payment less than the amounts requested, the
25 Administrator shall allocate the remainder to the Net Settlement Amount.
26 Released Parties shall have no liability to Class Counsel or any other Plaintiff's
27 counsel arising from any claim related to any portion of any Class Counsel Fees
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Payment and/or Class Counsel Litigation Costs Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Costs 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 Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment in the amount approved by the Court. To the extent actual administration expenses are less than the amount approved by the Court, the Administrator shall allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Each Individual Class Payment shall be calculated by the Administrator 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 the number of Workweeks worked by each individual Participating Class Member.

3.2.4.a. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class Payment. The Administrator shall 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 total amount of \$26,500.00 to be paid from the Gross Settlement Amount, shall be distributed as sixty-five percent (65%) (\$17,225.00) to the LWDA through the LWDA PAGA Payment and thirty-five percent (35%) (\$9,275.00) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.a. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$9,275.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator.

3.2.5.b. If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

3.2.6. Attorneys' Fees, Costs, And Respective Tax Obligations. Except as set forth in this Agreement, the Parties shall bear their own attorneys' fees, costs, and respective tax obligations.

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

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
3 Defendant's records, it is estimated that there are 9,072 Workweeks during the Class
4 Period and 4,200 PAGA Pay Periods during the PAGA Period.

5 4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's
6 Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator
7 in the form of a Microsoft Excel spreadsheet, or such other form requested by the
8 Administrator. To protect Class Members' privacy rights, the Administrator shall
9 maintain the Class Data in confidence, use the Class Data only for purposes of this
10 Settlement and for no other purpose, and restrict access to the Class Data to employees
11 of the Administrator who need access to effect and perform under this Agreement. If
12 Defendant discovers that Class Data is incorrect, Defendant will provide corrected or
13 updated Class Data to the Administrator as soon as reasonably feasible. The Parties and
14 their respective counsel shall expeditiously use best efforts, and good faith, to reconstruct
15 or otherwise resolve any issues related to missing or omitted Class Data.

16 4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of
17 the Court's Final Approval Order, the Administrator shall provide Defendant with the
18 total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or
19 mailing instructions. Within thirty (30) calendar days of the Effective Date, Defendant
20 shall fund the Gross Settlement Amount and its employer-share of payroll taxes by
21 transmitting the funds into a Qualified Settlement Fund established and maintained by
22 the Administrator.

23 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
24 Defendant fully funds the amounts owed under the Settlement, the Administrator shall
25 mail checks for all Individual Class Payments, all Individual PAGA Payments, the
26 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
27 Payment, the Class Counsel Litigation Costs Payment, and the Class Representative
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1 Service Award.

2 4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or
3 Individual PAGA Payments and send them via First Class United States Postal
4 Service ("USPS") Mail with postage prepaid. The face of each check shall
5 prominently state the date (not less than 180 days after the date of mailing) when
6 the check will be voided (the "Void Date"). The Administrator shall send checks
7 for Individual Class Payments to all Participating Class Members and checks for
8 Individual PAGA Payments to all Aggrieved Employees (including Non-
9 Participating Class Members who qualify as Aggrieved Employees), including to
10 those for whom their Class Notice was returned undelivered. The Administrator
11 may send Participating Class Members a single check combining their Individual
12 Class and PAGA Payments. Before mailing any checks, the Administrator must
13 update recipients' mailing addresses using the National Change of Address
14 Database.

15 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
16 Members whose checks are returned undelivered without a forwarding address.
17 Within seven (7) calendar days of receiving a returned check, the Administrator
18 must re-mail checks to the forwarding address provided or, if none was provided,
19 to an updated address ascertained through the Class Member Address Search.
20 The Administrator need not take further steps to deliver checks to Class Members
21 whose re-mailed checks are returned as undelivered a second time. The
22 Administrator shall promptly send a replacement check to any Class Member
23 whose original check was lost or misplaced, or as requested by the Class Member
24 prior to the Void Date.

25 4.4.3. For any Class Member whose Individual Class Payment and/or Individual PAGA
26 Payment is uncashed after the Void Date, the Administrator shall cancel those
27 checks and transmit the funds represented by such checks to the California State
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Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, in the name of each individual who failed to timely cash his or her check, in accordance with California Code of Civil Procedure § 384(b).

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

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

5.1. Plaintiff's General Release. Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiff signs this Agreement.

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

section 1542, which reads:

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

5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, any violations of Business and Professions Code §§ 17200, *et seq.*, and claims for penalties based on the foregoing (collectively, the "Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.3. Released PAGA Claims. Plaintiff and the LWDA are deemed to fully and finally release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties, attorneys' fees and costs under PAGA, which were alleged, or reasonably could have been alleged, in Plaintiff's PAGA Notice to the LWDA and in the Operative Complaint, arising during the PAGA Period (collectively, the

“Released PAGA Claims”).

5.4. Date Releases Become Effective. The released claims described in Sections 5.1 through 5.3 above shall become effective upon entry of the Court’s Final Approval Order and Defendant’s full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

5.5. Non-Participating Class Members and PAGA. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Aggrieved Employees are subject to and bound by the Released PAGA Claims identified in Section 5.3 above and shall receive an Individual PAGA Payment.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiff’s Responsibilities. Plaintiff shall prepare, and deliver to Defense Counsel for review, and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attaching its 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, Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve as the Class Representative, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members,

1 and confirmation of transmission to the LWDA of all necessary PAGA documents
2 (Plaintiff's PAGA Notice [Lab. Code § 2699.3(a)], the Operative Complaint [Lab. Code
3 § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]); and (vi) all facts relevant
4 to any actual or potential conflicts of interest with Class Members and/or the
5 Administrator.

6 6.2. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing
7 date for the motion for preliminary approval. Class Counsel and Defense Counsel are
8 jointly responsible for appearing in Court to advocate in favor of the motion for
9 preliminary approval. Class Counsel is responsible for delivering the Preliminary
10 Approval Order to the Administrator.

11 6.3. Duty to Cooperate. If the Court does not grant preliminary approval outright, or
12 conditions a preliminary approval on any material change to this Agreement, Class
13 Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties
14 by meeting, in person or by telephone, and in good faith, to modify the Agreement and
15 otherwise satisfy the Court's concerns. If the Parties are unable to agree on revisions to
16 the Agreement to obtain Preliminary Approval, the Settlement Agreement will be
17 voidable and unenforceable, and the costs of administration shall be split equally between
18 the Plaintiff, on one side, and Defendants, on the other. The Court's decision to award
19 less than the amounts requested for the Class Counsel Fees Payment, Class Counsel
20 Expenses Payment, Class Representative Enhancement Award, and/or Administration
21 Expenses Payment shall not constitute a material modification to the Agreement within
22 the meaning of this Paragraph.

23 6.4. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
24 Defense Counsel separately agree that until the Motion for Preliminary Approval of
25 Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or
26 cause or permit another person to disclose, disseminate, or publicize, any of the terms of
27 the Agreement or Settlement, directly or indirectly, specifically or generally, to any
28

person, corporation, association, government agency, or other entity; provided, however, that nothing in this Section is intended to prohibit: (i) Plaintiff from disclosing the Settlement with his immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other Class Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff with legal representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing the Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties jointly select Phoenix as the Administrator, subject to court approval, and have 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 the Administration Expenses Payment. The Parties and their respective 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 1.468B-1, 26 CFR section 1.468B-1. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treasury Regulations section 1.468B-1, and shall be administered by the Administrator as such.

7.4. Notice to Class Members.

1 7.4.1. No later than three (3) business days after receipt of the Class Data, the
2 Administrator shall notify Class Counsel that the list has been received and state
3 the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
4 Pay Periods contained in the Class Data.

5 7.4.2. Using its best efforts, and in no event later than fourteen (14) calendar days after
6 receiving the Class Data, the Administrator shall send to all Class Members
7 identified in the Class Data, via first-class USPS mail, the Class Notice, in the
8 form attached hereto as **Exhibit A**. The Class Notice shall prominently estimate
9 the dollar amounts of any Individual Class Payment and/or Individual PAGA
10 Payment payable to the Class Member, and the number of any Workweeks and
11 PAGA Pay Periods used to calculate these amounts. Before mailing the Class
12 Notice, the Administrator shall update Class Member addresses using the
13 National Change of Address database.

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

22 7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
23 submitting Objection Forms, Workweek and/or PAGA Pay Periods challenges,
24 and Request for Exclusion Forms shall be extended an additional fourteen (14)
25 calendar days beyond the sixty (60) calendar days otherwise provided in the Class
26 Notice. The Administrator shall inform the Class Member of the extended
27 Response Deadline with the re-mailed Class Notice.
28

1 7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted
2 by or otherwise discovers any persons who believe they should have been
3 included in the Class Data and should have received a Class Notice, the Parties
4 will expeditiously meet and confer in an effort to agree on whether to include
5 them as Class Members. If the Parties agree, such persons will be Class Members
6 entitled to the same rights as other Class Members, and the Administrator will
7 send, via e-mail or overnight delivery, a Class Notice requiring them to exercise
8 options under this Agreement not later than fourteen (14) calendar days after
9 receipt of Class Notice, or the Response Deadline, whichever date is later.

10 7.5. Requests for Exclusion (Opt-Outs).

11 7.5.1. Class Members who wish to exclude themselves from the Class Settlement may
12 opt-out by sending the Administrator a Request for Exclusion, which reasonably
13 communicates the Class Member's desire to opt-out of the Settlement and
14 includes the Class Member's full name, current mailing address, last four digits
15 of their Social Security Number, and identifies the Action as *Mohanad A. Yousif*
16 *v. Turlock RV Center, Inc.* (Stanislaus Case No. CV-25-004538). The Request for
17 Exclusion must be signed and dated by the Class Member or his/her legal
18 representative. To be timely, a Request for Exclusion must be emailed or mailed,
19 and transmitted or postmarked by the Response Deadline.

20 7.5.2. Every Class Member who does not submit a timely and valid Request for
21 Exclusion shall be deemed to be a Participating Class Member under this
22 Agreement, entitled to all benefits and bound by all terms and conditions of the
23 Settlement, including the Released Class Claims under Section 5.2 above,
24 regardless of whether the Participating Class Member actually receives the Class
25 Notice or objects to the Settlement.

26 7.5.3. Every Class Member who submits a valid and timely Request for Exclusion shall
27 be deemed a Non-Participating Class Member and not entitled to an Individual
28

1 Class Payment or have the right to object to the class action components of the
2 Settlement.

3 7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member
4 shall have the opportunity to challenge the number of Workweeks and PAGA Pay
5 Periods allocated to that Class Member as reported in the Class Notice. The Class
6 Member may challenge the allocation by communicating with the Administrator. Any
7 challenges must be emailed or mailed, and transmitted or postmarked by the Response
8 Deadline. The Administrator must encourage the challenging Class Member to submit
9 supporting documentation. In the absence of any contrary documentation, the
10 Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods
11 reported in the Class Notice are correct so long as they are consistent with the Class Data.
12 The Administrator's determination of each Class Member's allocation of Workweeks
13 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to
14 challenge.

15 7.7. Objections to Settlement. Participating Class Members may object to the class action
16 components of the Settlement, including contesting the fairness of the Settlement and/or
17 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs
18 Payment, and/or Class Representative Service Award. Participating Class Members may
19 object by sending the Administrator a written Objection or by another written
20 communication that identifies the Action as *Mohanad A. Yousif v. Turlock RV Center,*
21 *Inc.* (Stanislaus Case No. CV-25-004538) and includes the Class Member's full name,
22 current mailing address, last four digits of their Social Security Number, signature, and
23 the factual and legal bases for the Objection. To be timely, the written Objection must be
24 emailed or mailed, and transmitted or postmarked by the Response Deadline. Non-
25 Participating Class Members have no right to object to any of the class action components
26 of the Settlement.

27 7.8. Administrator Duties.
28

1 7.8.1. Website, Toll-Free Number and Email. The Administrator will establish,
2 maintain, and monitor a toll-free telephone number and email address to receive
3 Class Member inquiries and use an internet website to post information of interest
4 to Class Members, including the date, time, and location for the Final Approval
5 Hearing and how to obtain copies of the Settlement, motion for preliminary
6 approval, the Preliminary Approval Order, the Class Notice, motion for final
7 approval, and the Final Approval Order and Judgment.

8 7.8.2. Weekly Reports. The Administrator shall, on a weekly basis, provide written
9 reports to Class Counsel and Defense Counsel that tally the number of Class
10 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
11 Exclusion received (whether valid or invalid), written Objections received,
12 challenges to Workweeks and/or PAGA Pay Periods received and/or resolved,
13 and checks mailed for Individual Class Payments and Individual PAGA
14 Payments (“Weekly Reports”).

15 7.8.3. Administrator’s Declaration. No later than fourteen (14) calendar days before the
16 date by which Plaintiff is required to file the motion for final approval of the
17 Settlement, the Administrator shall provide to Class Counsel and Defense
18 Counsel a signed declaration suitable for filing in Court, attesting to its due
19 diligence and compliance with all of its obligations under this Agreement,
20 including, without limitation, its mailing of the Class Notice, the Class Notices
21 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
22 Members, the Response Deadline and any extended deadline for re-mailed Class
23 Notices, the total number of Requests for Exclusion received (both valid or
24 invalid, timely or untimely), and the number of Objections (both valid or invalid,
25 timely or untimely). The Administrator will supplement its declaration as needed
26 or requested by the Parties and/or the Court. Class Counsel is responsible for
27 filing the Administrator’s declaration(s) in Court.
28

7.8.4. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator shall prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

The Gross Settlement Amount was negotiated based on an estimate of 9,072 Workweeks during the Class Period. If the actual number of Workweeks exceeds 9,072 by more than ten percent (10%) (i.e., if the actual number of Workweeks exceeds 9,979), then Defendant agrees, at its sole option, to either (a) increase the Gross Settlement Amount on a proportional basis by the percentage amount by which the actual number of Workweeks exceeds ten percent (10%) of the estimated 9,072 Workweeks (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) roll back the Class Period and PAGA Period to the date upon which the actual number of Workweeks reaches 9,979, in which case Defendant will not be required to pay any additional amount. Defendant agrees to inform Plaintiff's Counsel of its election prior to the Preliminary Approval Hearing, and if Defendant exercises option (b), Defendant shall be prepared to inform the Court of the revised Class and PAGA Period end dates at the Preliminary Approval Hearing.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If five percent (5%) or more of the Class Members submit valid and timely Requests for Exclusion, Defendant may, but is not obligated, to elect to withdraw from the Settlement. To exercise this right, Defendant must notify Class Counsel (Kane Moon, kmoon@moonlawgroup.com, Moon Law Group, PC) of Defendant's intent to withdraw within seven (7) calendar days after the deadline for Class Members to opt out expires. If Defendant elects to withdraw from the Settlement, the Settlement shall be

void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all settlement administration expenses incurred to that point.

10. MOTION FOR FINAL APPROVAL.

10.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. 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. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator and LWDA.

10.2. 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.

10.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court conditions approval on any material change to the Settlement, the Parties agree to expeditiously work together, and in good faith, to modify the terms of the Settlement and/or otherwise address the Court's concerns. If the Parties are unable to agree on revisions to the Agreement to obtain Final Approval, the Settlement Agreement will be voidable and unenforceable, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendants, on the other. The Court's decision to award less than the amounts requested for the Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section.

1 10.4. Failure to Approve. If the Court does not approve, either preliminarily or finally, any
2 material term or condition of this Agreement, or if the Court effects a material change,
3 then this Agreement will be voidable and unenforceable, subject to the Parties' agreement
4 to the contrary, and the costs of administration shall be split equally between Plaintiff, on
5 one side, and Defendant, on the other.

6 10.5. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this
7 Agreement will be final, binding, and enforceable pursuant to California Code of Civil
8 Procedure section 664.6. The Parties further agree that the Court will retain continuing
9 jurisdiction over the Parties, the Action, and the Settlement following entry of the Final
10 Approval Order and Judgment, for purposes of enforcement, interpretation, settlement
11 administration, and any post-Judgment issues that arise.

12 10.6. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is
13 consistent with the terms and conditions of this Agreement, the Parties, their respective
14 counsel, and all Participating Class Members waive all rights to appeal from the Final
15 Approval Order and Judgment, including all rights to post-Judgment and appellate
16 proceedings, the right to file motions to vacate judgment, motions for new trial,
17 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
18 right to oppose such motions, writs, or appeals. If an objector appeals the Final Approval
19 Order and Judgment, the Parties' obligations to perform under this Agreement will be
20 suspended until such time as the appeal is finally resolved and Judgment becomes final,
21 except as to matters that do not affect the Net Settlement Amount.

22 10.7. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a
24 material modification of this Agreement (including, but not limited to, the scope of
25 release to be granted by Class Members), this Agreement shall be null and void. The
26 Parties shall nevertheless expeditiously work together, and in good faith, to address the
27 appellate court's concerns and to obtain final approval of the Settlement and entry of
28

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 Award or any payments to Class Counsel shall not constitute a material modification of Judgment within the meaning of this Section, so long as the Gross Settlement Amount is not reduced.

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

11. **ADDITIONAL PROVISIONS.**

11.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action, Operative Complaint, or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's affirmative defenses in the Action have any merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant preliminary and/or final approval of the Settlement, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's affirmative defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Press Releases/Advertisements. Plaintiff and Class Counsel agree to limit their public statements regarding the terms of the Settlement to a statement that the class and

representative action has 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.

11.3. 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 Final Approval Order and Judgment. Nothing in this Section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with any ethical and fiduciary obligations owed to Class Members.

11.4. Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the alleged class and PAGA claims in the Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including the Memorandum of Understanding executed on May 7, 2026.

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

11.6. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, and in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Doug Leach

and/or the Court for resolution.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties 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 and their legal representatives, and as 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. The Parties agree that this Agreement will be governed by and interpreted according to the 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, and therefore, the Agreement will not be construed against any Party on the basis that the Party was a drafter and participated in the preparation of this Agreement.

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

11.14. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152 and all copies and summaries of the Class Data provided to Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with

respect to the Action and the 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 ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15. 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.

11.16. Calendar Days. Unless otherwise noted, all references 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 court holiday, such date or deadline shall be on the first business day thereafter.

11.17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by USPS mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com

Allen Feghali | E-mail: afeghali@moonlawgroup.com

Mariam Ghazaryan | E-mail: mghazaryan@moonlawgroup.com

Mitchell H. Millet | E-mail: mmillet@moonlawgroup.com

MOON LAW GROUP, PC

725 South Figueroa Street, 31st Floor

Los Angeles, California 90017

To Defendant:

A. Peter Rausch, Jr. | E-mail: peter.rausch@offitkurman.com

Deborah H. Petito | E-mail: deborah.petito@offitkurman.com

Nicholas P. Eliades | E-mail: nicholas.eliades@offitkurman.com

OFFIT KURMAN, P.C.

445 South Figueroa Street, 18th Floor Los Angeles, CA 90071

11.18. Severability. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

11.19. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of claims raised in the Action based upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

11.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (e.g., DocuSign, Adobe) 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.

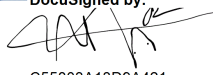
11.21. Stay of Litigation. The Parties agree to stay the Action as of the date of full execution of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

[Signatures on the following page.]

Plaintiff & Class Representative:

Dated: 7/9/2026

By: _____

DocuSigned by:

C55803A13D9A421...

Mohanad A. Yousif
Plaintiff and Class Representative

Plaintiff's Counsel:

MOON LAW GROUP, PC

Dated: 7/9/2026

By: _____

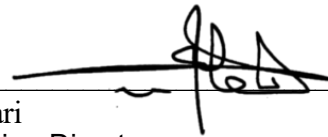


Kane Moon
Allen Feghali
Mariam Ghazaryan
Mitchell H. Millet
Attorneys for Plaintiff Mohanad A. Yousif

Defendant & Defendant's Representative:

Dated: 07/16/2026

By: _____



Nader Ammari
Title: Managing Director
On behalf of Defendant Turlock RV Center, Inc.

Defendant's Counsel:

OFFIT KURMAN, P.C.

Dated: July 17, 2026

By: _____



A. Peter Rausch, Jr.
Deborah H. Petito
Nicholas P. Eliades
Attorneys for Defendant Turlock RV Center, Inc.

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Mohanad A. Yousif v. Turlock RV Center, Inc.*, Stanislaus County Superior Court, Case No. CV-25-004538 ("Action"), Plaintiff Mohanad A. Yousif ("Plaintiff") alleges Defendant Turlock RV Center, Inc. ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed from May 8, 2024, through July 7, 2026 ("Class Period").

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed from May 8, 2024, through July 7, 2026 ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof;

(4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, paid overtime and other compensation, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Value of \$265,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Value:

- An Administrator Expenses Payment for reimbursement of the Administrator's reasonable fees and expenses in the amount of \$6,250.00;
- A Class Representative Service Payment not to exceed \$5,000.00 to Class Representative for his services in support of the Action and General Release;
- PAGA Penalties in the amount of \$26,500.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action in the amount of \$20,000.00; and
- A Class Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Value to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Value after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of workweeks wherein each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with ☐ Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$[AMOUNT]. Depending on rulings from the Court that might affect the Gross Settlement Value, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of \$26,500.00 of the Gross Settlement Value has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) (\$17,225.00) shall be paid to the California Labor and Workforce Development Agency

("LWDA PAGA Payment"), and thirty-five percent (35%) (\$9,275.00) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Periods");

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with ☐ PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$[AMOUNT]. Depending on rulings from the Court that might affect the Gross Settlement Value, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator ("Challenge"). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Mohanad A. Yousif v. Turlock RV Center, Inc.*, Stanislaus County Superior Court, Case No. CV-25-004538); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

Administrator
[contact info]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Value, Defendant will pay all employer payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for [NUMBER OF DAYS] days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within [NUMBER OF DAYS] days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Value and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (i.e., Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant Turlock RV Center, Inc. and each of its predecessors, successors, assigns, and former, present and/or future directors, officers, shareholders, owners, members, attorneys, insurers, parents, subsidiaries, affiliates, and agents, and any other entities that could be considered to have jointly employed the Settlement Class Members or Aggrieved Employees.

Release by Participating Class Members: All Class Members who do not timely opt out of the Settlement will release the Released Parties from all causes of action and claims that were alleged in the operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint during the Class Period, including all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to

pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded or which could have reasonably been pleaded in the operative Complaint during the Class Period (collectively, the "Released Class Claims").

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on facts occurring outside of the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Value and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Plaintiff and all Aggrieved Employees will release the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative Complaint in the Action and/or Plaintiff's PAGA notice letter or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint in the Action and/or Plaintiff's PAGA notice letter, during the PAGA Period, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain records in accordance with applicable Labor Code provisions; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 based on the PAGA Period facts pleaded, including those which could have reasonably been pleaded, in the operative Complaint and underlying LWDA exhaustion letter (collectively, the "Released PAGA Claims").

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Mohanad A. Yousif v. Turlock RV Center, Inc.*, Stanislaus County Superior Court, Case No. CV-25-004538); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object,

you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Mohanad A. Yousif v. Turlock RV Center, Inc.*, Stanislaus County Superior Court, Case No. CV-25-004538); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on [DATE] at [TIME] a.m. in the Superior Court of the State of California, County of Stanislaus, Department 23, located at City Towers Building, 801 10th Street, 4th Floor, Modesto, CA 95354. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiff and the Class:</u>	<u>Attorneys for Defendant:</u>
Kane Moon (SBN 249834) Allen Feghali (SBN 301080) Mariam Ghazaryan (SBN 341119) Mitchell H. Millet (SBN 356250) MOON LAW GROUP, PC 725 S. Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	A. Peter Rausch, Jr. (SBN 127930) Deborah H. Petito (SBN 118147) Nicholas P. Eliades (SBN 351805) OFFIT KURMAN, P.C. 445 S. Figueroa Street, 18 th Floor Los Angeles, CA 90071 Telephone(213) 629-5700

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Value, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at [www.\[ADMINISTRATOR WEBSITE\].com](http://www.[ADMINISTRATOR WEBSITE].com), or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Mohanad A. Yousif v. Turlock RV Center, Inc.*, Stanislaus County Superior Court, Case No. CV-25-004538.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

Administrator
[contact info]