REVISED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLMEMENT AND RELEASE

Antonio Padilla v. De Vries International, Inc.
Orange County Superior Court Case 30-2021-01223097-CU-OE-CXC

This Settlement Agreement sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Settlement Agreement.

A. PARTIES AND SCOPE

1. "Named Plaintiff" means Antonio Padilla.

2. "Defendant" means de Vries International, Inc.

3. "The Parties" means Named Plaintiff and Defendant, collectively.

4. "The Action" means the following pending lawsuit: *Antonio Padilla v. De Vries International, Inc., et al.,* Orange County Superior Court Case No. 30-2021-01223097-CU-OE-CXC.

5. "The Complaint" means the operative First Amended Complaint filed by Named Plaintiff in the Action on or around January 24, 2023.

6. "Class Period" means the period of time beginning on September 24, 2017 through December 25, 2022.

7. "PAGA Period" means the period of time beginning on September 24, 2020 through December 25, 2022.

8. "Class Member" or "Class Members" means all persons who were employed by Defendant in the State of California at any time during the Class Period and who were either paid on an hourly basis or were paid a weekly salary of less than $840.00 during 2017, less than $880.00 during 2018, less than $960.00 during 2019, less than $1,040.00 during 2020, less than $1,120.00 during 2021, or less than $1,200.00 during 2022.

9. "PAGA Recipient" or "PAGA Recipients" means all persons who were employed by Defendant in the State of California at any time during the PAGA Period and who were either paid on an hourly basis or were paid a weekly salary of less than $1,040.00 during 2020, less than $1,120.00 during 2021, or less than $1,200.00 during 2022.

9. The "Settlement Class" or "Settlement Class Members" means all Class Members who do not submit a timely Request for Exclusion Form.

B. ESSENTIAL MONETARY TERMS

10. "Gross Settlement Amount" ("GSA") means the amount of One Hundred Ninety Five Thousand Dollars and Zero Cents (**$195,000.00**) that Defendant will pay if the Court approves this Settlement Agreement and the Effective Date occurs. The GSA will fund: (a) the Net Settlement Amount, (b) the PAGA Settlement Fund; (c) the award of Attorney's Fees; (d) the award of Attorney's Costs; (e) the Representative Enhancement Award; and (f) the Settlement Administration Costs. Defendant will pay the employer's share of payroll taxes in addition to the Gross Settlement Amount.

11. "PAGA Settlement Fund" means the amount of Ten Thousand Dollars and Zero Cents (**$10,000.00**) which shall be deducted from the Gross Settlement Amount and allocated to penalties pursuant to the Private Attorneys General Act and which will be distributed as follows: 75% to the Labor and Workforce Development Agency ("LWDA") and 25% to PAGA Recipients.

12. "Attorneys' Fees" means such attorneys' fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed thirty percent of the GSA, or Fifty Eight Thousand Five Hundred Dollars and Zero Cents (**$58,500.00**). This amount will cover any and all work performed and any and all attorneys' fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys' fees incurred to date; and all work to be performed and attorneys' fees to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Fees will be funded by the GSA.

13. "Attorneys' Costs" means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Twenty Thousand Dollars and Zero Cents (**$20,000.00**). This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Costs will be funded by the GSA.

14. "Representative Enhancement Award" means such compensation as the Court may award to Named Plaintiff for his efforts during the Action, which shall not exceed Five Thousand Dollars and Zero Cents (**$5,000.00**). The Representative Enhancement Award will be funded by the GSA and shall be in addition to any Individual Class Payment and any Individual PAGA Payment issued to Named Plaintiff.

15. "Settlement Administration Costs" means the amount from the GSA which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, and which are estimated as not exceeding Six Thousand Dollars and Zero Cents (**$6,000.00**).

C. ADDITIONAL DEFINITIONS

16. "Settlement Agreement," "Settlement" or "Agreement" means this Joint Stipulation of Settlement of Class Action and PAGA Settlement and Release.

17. "Class Action Settlement" means all claims brought by Named Plaintiff in the Action, with the exception of Named Plaintiff's claim for civil penalties brought under the Private Attorneys General Act ("PAGA").

18. "PAGA Claim Settlement" means the settlement of Named Plaintiff's claim for civil penalties brought under PAGA.

19. "Court" means the Orange County Superior Court, where the Orange County Superior Court Case No. 30-2019-01078609-CU-OE-CXC is venued, and specifically the Hon. Melissa R. McCormick, or such other judge as (a) may be assigned to the Action or (b) may sit in his stead.

20. "Class List" means the list of full names, most recent mailing addresses, most recent telephone numbers, Social Security numbers, and dates of employment or number of pay periods and workweeks, as available, for all Class Members, which Defendant will diligently and in good faith compile from its records.

21. "Class Notice" means the form of notice that will be sent to each Class Member accompanying their Individual Settlement Payment and, if eligible, their Individual PAGA Payment, which shall be substantially in the form attached hereto as **Exhibit A.**

22. "Request for Exclusion Form" means the form that will be sent to each Class Member with the Class Notice with instructions on how to exclude themselves from the Settlement. The Request for Exclusion Form shall be substantially in the form attached hereto as **Exhibit B.**

23. "Objection Form" means the form that will be sent to each Class Member with the Class Notice with instructions on how to object to the Settlement. The Objection Form shall be substantially in the form attached hereto as **Exhibit C.**

24. "Response Deadline" means the date that is sixty (60) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later.

25. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount minus (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorney's Fees to Class Counsel; (d) the award of Attorney's Costs to Class Counsel; (e) the Representative

Enhancement Award to Named Plaintiff; and (f) the Settlement Administration Costs.

26. "LWDA Payment" means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

27. "Aggrieved Employee Settlement Fund" means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the Aggrieved Employee Settlement Fund.

28. "Individual Class Payment" means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of workweeks worked during the Class Period in relation to other Settlement Class Members.

29. "Individual PAGA Payment" means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be calculated proportionately for each PAGA Recipient based on the number of pay periods worked during the PAGA Period in relation to other PAGA Recipients.

30. "Total Class Period Workweeks" means the sum of all workweeks worked by all Settlement Class Members as a non-exempt hourly employee in California during the Class Period.

31. "Class Period Workweek Value" means the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

32. "Total PAGA Period Pay Period" means the sum of all pay periods worked by all PAGA Recipients as a non-exempt hourly employee in California during the PAGA Period.

33. "PAGA Period Pay Period Value" means the quotient of the PAGA Settlement Fund divided by the Total PAGA Pay Periods.

34. "Void Date" means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the payment checks will no longer be valid and negotiable.

35. "Defense Counsel" means Jon G. Miller, Esq., and P. Dustin Bodaghi, of Littler Mendelson, P.C.

36. "Class Counsel" means: Michael Nourmand and James A. De Sario of The Nourmand Law Firm, APC.

37. "Settlement Administrator" means Phoenix Class Action Solutions, or other third-party settlement administrator appointed by the Court for the purposes of administering this Settlement.

38. “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.

39. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement Agreement shall be paid, as set forth herein.

D. RECITALS

40. Named Plaintiff's employment with Defendant ended on or around July 27, 2021.

41. On or around September 24, 2021, Named Plaintiff filed his original class action Complaint, alleging claims for (1) unpaid overtime wages, (2) unpaid minimum wages, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, and (7) unfair competition.

42. On or around October 25, 2022, Named Plaintiff sent written notice to the Labor and Workforce Development Agency (“LWDA”) of his intent to pursue civil penalties against Defendant under the Private Attorneys' General Act (“PAGA”).

43. On or around January 24, 2023, Named Plaintiff filed his operative First Amended Complaint (“FAC”) alleging an additional claim for civil penalties under PAGA.

44. In consideration of the promises and warranties set forth in this Settlement Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Named Plaintiff, individually on behalf of himself and on behalf of the Class Members and PAGA Recipients and LWDA interests, on the one hand, and Defendant on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this Settlement Agreement.

45. This Settlement Agreement is entered into without any admission of liability and Defendant expressly denies any wrongdoing or liability to Named Plaintiff, the Class Members, the PAGA Recipients, and the LWDA.

E. STIPULATION TO CONDITIONAL CLASS CERTIFICATION

46. Solely for the purposes of this Settlement, the Parties stipulate and agree that for this Settlement to occur, the Court must conditionally certify the following class as to all non-PAGA claims that have been asserted: All persons who were employed by Defendant in the State of California at any time during the Class Period and who were either paid on an hourly basis or were paid a weekly salary of less than $840.00 during 2017, less than $880.00 during 2018, less than $960.00 during 2019, less than $1,040.00 during 2020, less than $1,120.00 during 2021, or less than $1,200.00 during 2022.

47. Should this Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

F. RELEASES

48. "Released Parties" means Defendant and any of their subsidiaries, predecessors, successors, members, managers, and any of its past, present and/or future officers, directors, partners, shareholders, administrators, parent companies, divisions, and assigns.

49. "Released Claims" means all causes of action and claims that were alleged in the Action or reasonably could have been alleged or pled based on the allegations and the facts contained in the Action, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek); failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to provide complete and accurate wage statements; failure to timely pay wages upon termination; and unfair competition; (B) any claim brought under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, and 1197.1, and all related provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, and the California Business & Professions Code sections 17200 *et seq.*; (C) all claims that any Released Party is liable for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiff or Class Members; (D) all claims that any Released Party is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (E) all claims that Named Plaintiff or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to Class Counsel pursuant to the Settlement Agreement that occurred during the Class Period.

50. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative Complaint, and the PAGA notice filed by Plaintiff including any and all claims for PAGA penalties involving any allegations for failure to pay minimum wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek); failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to provide complete and accurate wage statements; and failure to timely pay wages upon termination. The foregoing claims for PAGA penalties are based upon alleged violations of California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, and 1197.1, and the applicable Wage Orders (Cal. Code of Regs., tit. 8, sections 11040 and 11170).

51. Release by Settlement Class Members. Upon the Effective Date and Defendant fully funding the Gross Settlement Amount and employer's share of payroll taxes, Named Plaintiff, and all Settlement Class Members, release the Released Parties from the Released Claims during the Class Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Settlement Class Members regarding the Released Claims during the Class Period.

52. Release by PAGA Recipients. Upon the Effective Date and Defendant fully funding the Gross Settlement Amount and employer's share of payroll taxes, Named Plaintiff, on behalf of himself, the State of California, and all PAGA Recipients, release the Released Parties from the Released PAGA Claims during the PAGA Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Recipients regarding the Released Claims during the PAGA Period.

53. General Release by Named Plaintiff. In addition to the Released Claims discussed above, as of the Effective Date, Named Plaintiff, for and on behalf of himself and his agents, heirs, executors, administrators and assigns ("Releasing Parties") hereby unconditionally waives, releases and forever discharges the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys' fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Settlement Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Named Plaintiff's employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from Named Plaintiff's relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Nondiscrimination Act of 1998, California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy

Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, *et seq.*, California Business and Professions Code sections 2725, 2750, et seq., and 17200, et. seq., Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA ("Individually Released Claims").

Named Plaintiff also waives any and all rights conferred upon him under Section 1542 of the California Civil Code, which provides as follows:

> **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.**

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

G. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

54. Defendant will deposit the GSA and the employer's share of payroll taxes into the Settlement Fund Account no later than the Funding Date.

55. "Funding Date" means the date that is fifteen (15) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

56. "Effective Date" means the first date upon which all of the following have occurred: (i) the Court has granted final approval of the Settlement Agreement, (ii) the Court has entered Final Judgment and (iii) the Court's order granting final approval of the Settlement Agreement and entry of Final Judgment has become final and is no longer appealable. For purposes of this Settlement Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

H. PRELIMINARY APPROVAL

57. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Agreement.

58. As soon as practicable after the execution of this Settlement Agreement, Named Plaintiff will move the Court for entry of the Preliminary Approval Order. Class Counsel will be primarily responsible for drafting all documents necessary to obtain the Preliminary Approval Order. Defendant will not oppose Named Plaintiff's motion for Preliminary Approval Order unless the motion is inconsistent with the terms set forth in this Settlement Agreement. Named Plaintiff's motion for Preliminary Approval Order will request an order from the Court that:

a. Conditionally certifies a class for settlement purposes only as to: All persons who were employed by Defendant in the State of California at any time during the Class Period and who were either paid on an hourly basis or were paid a weekly salary of less than \$840.00 during 2017, less than \$880.00 during 2018, less than \$960.00 during 2019, less than \$1,040.00 during 2020, less than \$1,120.00 during 2021, or less than \$1,200.00 during 2022.

b. Appoints Class Counsel as counsel for the class for settlement purposes only;

c. Preliminarily approves the Settlement Agreement under the legal standards relating to the approval of class action settlements under California Law, and approves and incorporates by reference the terms and conditions of the Settlement Agreement;

d. Approves the form of Class Notice and finds that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and the legal standards relating to the approval of class action notice under California Law; and

e. Provides that should this Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

59. LWDA Notice. Pursuant to California Labor Code § 2699(l)(2), Named Plaintiff will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Preliminary Approval Motion. Class Counsel will also file a declaration in support of Named Plaintiff's Preliminary Approval Motion confirming that Class Counsel has submitted the Settlement Agreement to the LWDA in compliance with Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

I. NOTIFICATION AND ADMINISTRATION PROCESS

60. Settlement Administrator. Upon entry by the Court of an order granting preliminary approval of the Settlement Agreement, the Parties will retain Phoenix Class Action Solutions as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA Payments; preparing, printing, translating into Spanish, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of Attorney's Fees and Attorney's Costs to Class Counsel; disbursing the Representative Enhancement Award to Named Plaintiff; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing Settlement Class Members and PAGA Recipients, Named Plaintiff, and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

61. Class List. Within fifteen (15) calendar days of the Court's order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the Class List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded.

62. Change of Address Search. Within three (3) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each Class Member.

63. Mailing of Class Notice. Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fourteen (14) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members, among other things, their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of Named Plaintiff's class action, among other things.

64. Returned Class Notice. If an updated address is obtained by way of a forwarding address on a returned Class Notice, then the Settlement Administrator will promptly re-mail the original Class Notice to the forwarding address via first class U.S. Mail indicating on the original Class Notice the date of such re-mailing. If a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and promptly re-mail the original Class Notice by first class U.S. Mail to any updated addresses located. The parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, when necessary. The Response Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator in accordance with the notice procedure described herein. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's counsel.

65. Due Process. Compliance with the procedures described in this Settlement Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of the Named Plaintiff, Class Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members.

J. PROCEDURE FOR CHALLENGING WORKWEEKS

66. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement, along with any supporting documents or other supporting evidence to the Settlement Administrator, postmarked by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No challenge will be timely if postmarked after the Response Deadline.

67. Defendant's records will be presumed determinative. The Settlement Administrator must provide copies of all challenges to Class Counsel and Defense Counsel within three (3) business days of receipt. Counsel for the Partieswill meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. Counsel shall (i) file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes, and (ii) although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

K. OPT-OUT PROCEDURE

68. Class Members may exclude themselves from and opt out of the settlement of Named Plaintiff's class action claims by submitting a completed Request for Exclusion Form requesting to be excluded from the class action settlement to the Settlement Administrator, postmarked no later than the Response Deadline. The Request for Exclusion Form must be completed and signed as instructed on the form. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Class Member who is validly excluded from this Settlement as provided in this paragraph will not receive any Individual Class Payment, shall have no right to object to the Settlement, and shall not be bound by the releases contained in this Settlement Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

69. The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. Defendant shall have the right at its sole discretion to terminate the Settlement if Class Members holding 15% or more of the Net Settlement Amount submit timely and valid Requests for Exclusion Form. If Defendant elects to exercise its right under this paragraph, Defendant shall be liable solely for administrative costs of the Settlement Administrator selected by the parties.

L. OBJECTION PROCEDURE

70. Except as set forth above, any Class Member who has not opted-out may object to the Settlement, or any portion thereof, by mailing a fully completed and signed Objection Form with supporting papers, if any, to the Settlement Administrator at the address that is set forth in the Objection Form. To be timely, all objections must be postmarked no later than the Response Deadline. However, a Class Member may appear at the Fairness Hearing and lodge their objection with the Court. The Settlement Administrator shall promptly email all Objection Forms to Class Counsel and Defense Counsel, and Class Counsel shall lodge a copy of the Objection Form with the Court. Any Class Member who submits an Objection Form remains eligible to receive monetary compensation from the Settlement. Class Counsel and Defense counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least seven (7) calendar days before the Final Approval Hearing.

71. Fairness Hearing. Any Settlement Class Member may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or the Settlement.

M. NO RIGHT TO OBJECT OR OPT-OUT OF PAGA CLAIM SETTLEMENT

72. No Class Member or PAGA Recipient has any right to object, opt out or otherwise exclude himself or herself from the PAGA Claim Settlement. The Parties will jointly defend against any appeal, or attempt to intervene by any Class Member or PAGA Recipient, entity, or agency of the Court's approval of the PAGA Claim Settlement.

N. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

73. If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will timely move the Court for an Order granting final approval of the Settlement.

74. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

O. DISPURSEMENT OF GROSS SETTLEMENT AMOUNT

75. Payment of Attorney's Fees and Attorney's Costs. Within seven (7) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Class Counsel. Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning the Court-approved Attorney's Fees and Attorney's Costs awarded to Class Counsel, before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to Class Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiff and/or any Settlement Class Member or PAGA Recipient. The Parties further agree that Class Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Named Plaintiff and/or and Settlement Class Member or PAGA Recipient.

76. Payment of Representative Enhancement Award. Within seven (7) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Named Plaintiff.

77. Settlement Administration Costs. Within seven (7) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

78. Payment to LWDA. Within seven (7) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

79. Issuance of Individual Class Payments. Within seven (7) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Class Payments to the Settlement Class Members' last known mailing address. Any Individual Class Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the

Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Settlement Class Member involved, and will then perform a single re-mailing. Any Individual Class Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

80. Issuance of Individual PAGA Payments. Within seven (7) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Recipients' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Recipient involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

81. Calculation of Individual Class Payments.

a. All Settlement Class Members will receive an Individual Class Payment. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of workweeks each Settlement Class Member worked as a non-exempt hourly employee in California during the Class Period.

b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Fund is determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Award, and Settlement Administration Costs.

c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.

d. The Class Period Workweek Value will be the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

e. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value and the Settlement Class Member's total number of workweeks worked as a non-exempt hourly employee in California during the Class Period.

82. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the total number of pay periods each PAGA Recipient worked as a non-exempt hourly employee in California during the PAGA Period.

c. To establish the PAGA Period Pay Period Value, the Settlement Administrator will first determine the Total PAGA Period Pay Period for all PAGA Recipients from the Class List.

d. The PAGA Period Pay Period Value will be the quotient of the PAGA Settlement Fund divided by the Total PAGA Period Pay Periods.

e. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Period Pay Period Value and the PAGA Recipient's total number of pay periods worked as a non-exempt hourly employee in California during the PAGA Period.

P. TAX PROVISIONS

83. Tax Treatment of Individual Class Payments. Each Individual Class Payment will be allocated as follows: (a) Twenty percent (20%) as wages to be reported on an IRS Form W-2, and eighty percent (80%) as interest and penalties (to be reported on an IRS Form 1099). The employer's share of payroll taxes will be paid by Defendant separately from and in addition to the Gross Settlement Amount.

84. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

85. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Named Plaintiff, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

86. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

87. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the "Acknowledging Party" and each party to this agreement other than the acknowledging party, an "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed

or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendant, Defense Counsel, Named Plaintiff and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiff, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, or by the Settlement Administrator in this regard. Named Plaintiff, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

88. Taxes or Penalties Assessed. Named Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendant, Defense Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

Q. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

89. Handling of Unclaimed Individual Class Payment and Individual PAGA Payments. No portion of the GSA shall revert to Defendant. If an individual settlement payment check remains uncashed 180 days after its issuance. For any check not cashed after 180 calendar days, the Settlement Administrator will send the amount represented by the check to the California State Controller Unclaimed Property, with the identity of the Participating Class Member and PAGA Receipient to whom the funds belong, to be held for the Participating Class Member and PAGA Receipient per California Unclaimed Property Law, in the interest of justice. The money paid to the California State Controller Unclaimed Property will remain the Participating Class Member and PAGA Receipient's property. This will allow Participating Class Member and PAGA Recipient who did not cash their checks to collect their Individual Settlement Amounts at any time in the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and the California Code of Civil Procedure section 384 shall not apply. The funds will be held by the State until claimed by the employee and the uncashed check never ceases to be the employee's property.

90. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

R. ESCALATOR CLAUSE

91. In the event that the total number of workweeks worked by all Class Members during the Class Period exceeds 7,015, Defendant will have the choice to either: (a) increase the Net Settlement Amount by the "Escalation Dollar Amount," or (b) changing the end date of the Class Period to a date where the Class Period ends when the Total Class Period Workweeks reaches 7,015 or less. The "Escalator Dollar Amount" will be calculated by multiplying the Class Period Workweek Value by the number of Total Class Period Workweeks that exceed 7,015.

S. MISCELLENOUS PROVISION

92. No Effect on Employee Benefits. Amounts paid to Named Plaintiff, Settlement Class Members and PAGA Recipients pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

93. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

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

95. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

96. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

97. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Named Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement Agreement to a third party.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

100. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

101. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

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

103. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

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

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

106. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

107. Publicity. The Parties agree that Named Plaintiff will not communicate the fact of, or the terms of, this Agreement to members of the press, including to Verdicts and Settlements. The Parties and their attorneys also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

108. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a period of thirty days from the e date the Court signs the Judgment.

109. Neutral Reference. Plaintiff will direct all reference inquiries to Cathy Hsu at 949-252-1212, or such other person expressly designated by Defendant in writing. Defendant will respond to all such reference requests by prospective employers by providing only dates of employment and job title. Defendant's obligations under this Section shall remain in place for three (3) years from the date that Defendant signs this Agreement.

It is hereby agreed.

Dated: 04/17/2026

NAMED PLAINTIFF ANTONIO PADILLA

By Antonio P.

ANTONIO PADILLA

Dated: 4-14-26

DEFENDANT DE VRIES INTERNATIONAL, INC.

By

Name:

Title:

APPROVED AS TO FORM:

Dated: April 17, 2026

THE NOURMAND LAW FIRM, APC

By *Michael Nourmand*
Michael Nourmand
James A. De Sario
Attorneys for Named Plaintiff ANTONIO PADILLA, on behalf of himself and all others similarly situated

Dated: ____________

LITTLER MENDELSON, P.C.

By ____________
Jon G. Miller
P. Dustin Bodaghi
Attorneys for Defendant DE VRIES INTERNATIONAL, INC.

APPROVED AS TO FORM:

Dated: ________________

THE NOURMAND LAW FIRM, APC

By______________________________

Michael Nourmand
James A. De Sario
Attorneys for Named Plaintiff ANTONIO PADILLA, on behalf of himself and all others similarly situated

Dated: April 14, 2026

LITTLER MENDELSON, P.C.

By______________________________

Jon G. Miller
P. Dustin Bodaghi
Attorneys for Defendant DE VRIES INTERNATIONAL, INC.