

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jan Paul Briones (“Briones”), Vincent Gonzalez (“Gonzalez”), Rosa Ozuna (“Ozuna”), and Ronnette Sanchez (“Sanchez”) (collectively, “Plaintiffs”) and Defendant UniUni Logistics Inc. including its parents, subsidiaries, and related entities (collectively, “UniUni” or “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiffs’ lawsuits against Defendant captioned *Jan Paul Briones v Shengyun, LLC. And Does 1 through 10* Orange County Superior Court Case No. 30-2024-01388222-CU-OE-CXC, *Vincent Gonzalez v Uni Express, Inc. and UniUni Logistics Inc., and Does 1 through 100*, Los Angeles County Superior Court Case No. 24STCV12968, *Rosa Ozuna v UniUni Logistics Inc. and Does 1 through 20*, San Bernardino County Superior Court Case No. CIVSB2518889, and *Ronnette Sanchez v Shengyun, LLC, Xinyi Li, UniUni Logistics Inc., Bao Jian Liang, and Does 1 to 25* Los Angeles County Superior Court Case No. 24STCV12121.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all of the following: (1) all Defendant’s non-exempt employees in California during the PAGA Period and (2) all individuals, excluding any UniUni employees classified as salaried exempt, who delivered at least one package delivery, sorted at least one item or performed any other services for Defendant in California during the PAGA Period, whether classified as an employee or independent contractor and whether engaged directly by Defendant or another entity or person.
- 1.5. “Claim Form” means a Class Member’s completion and submission of a form, which shall be provided to the Class Member as a part of the Class Notice Packet, containing information entered by the Class Member necessary and conditional to receiving an Individual Class Payment and an Individual PAGA Payment. No Class Member or Aggrieved Employee will need to submit a Claim Form to be deemed a Participating Class Member. Further, no Class Member or Aggrieved Employee who was employed by Defendant on a W-2 basis will need to submit a Claim Form to receive an Individual Class Payment and/or an Individual PAGA Payment. However, in light of the considerations set forth in section 2.8 below, for those Class Members or Aggrieved Employees who were not employed by Defendant on a W-2 basis, submission of a valid and complete Claim Form is required for the Class Member or Aggrieved Employee to receive an Individual Class Payment and an Individual PAGA Payment.

- 1.6. "Class" means all of the following: (1) all Defendant's non-exempt employees in California during the Class Period and (2) all individuals, excluding any Defendant's employees classified as salaried exempt, who delivered at least one package delivery, sorted at least one item or performed any other services for Defendant in California during the Class Period, whether classified as an employee or independent contractor and whether engaged directly by Defendant or another entity or person.
- 1.7. "Class Counsel" means: Mills Sadat Dowlat LLP, Lawyers for Justice, PC, CounselOne, PC, Aegis Law Firm, PC, and Messrelian Law Inc.
- 1.8. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.9. "Class Data" means Class Member identifying information in Defendant's possession.
- 1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, and LinkedIn and Facebook accounts.
- 1.12. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be provided to Class Members by mail, publication, or other means, as further described below, in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator) along with a Claim Form, Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.14. "Class Period" means the period from March 21, 2020 through the date of preliminary approval.
- 1.15. "Class Representative" means the named Plaintiffs in the operative complaints in the Action seeking Court approval to serve as Class Representatives.

- 1.16. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.17. "Court" means the Superior Court of California, County of San Bernardino.
- 1.18. "Defendant" means named Defendant UniUni Logistics Inc.
- 1.19. "Defense Counsel" means Epstein, Becker & Green, P.C.
- 1.20. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no appeal is filed, the 65th day after the Court enters a Judgment on its Order Granting Final Approval of the Settlement; or (ii) if an appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.21. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.23. "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.24. "Gross Settlement Amount" means \$4,275,000, which is the total amount Defendant agrees to pay under the Settlement, except any applicable payroll taxes, as described in Section 6.3 below, and any increase in the Gross Settlement Amount that Defendant, at its option, agrees to pay, as provided in Section 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.25. "Individual Class Payment" means the Participating Class Members' pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.26. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.27. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.28. "LWDA" means the California Labor & Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties, under Labor Code section 2699, subd. (i).
- 1.29. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under

Labor Code section 2699, subd. (i).

- 1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members who submit valid and complete Claim Forms as Individual Class Payments.
- 1.31. "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.
- 1.32. "Objection to the Settlement" means objections as allowed by law by Participating Class Members to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment and as further discussed in Section 9.8.
- 1.33. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for or performed services for Defendant for at least one day during the PAGA Period.
- 1.34. "PAGA Period" means the period from May 21, 2023 through the date of preliminary approval.
- 1.35. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.36. "PAGA Penalties" means \$500,000, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$125,000) and the 75% to LWDA (\$375,000) in settlement of PAGA claims.
- 1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. "Pay Period" means the time period of two Workweeks during which Aggrieved Employees worked for or performed services for Defendant, which will be used to calculate Individual PAGA Payments.
- 1.39. "Plaintiffs" mean Jan Paul Briones, Vincent Gonzalez, Rosa Ozuna, and Ronnette Sanchez.
- 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of Settlement.
- 1.42. "Released Class Claims" means the claims being released as described in Section 7.3 below.

- 1.43. "Released PAGA Claims" means the claims being released as described in Section 7.4 below.
- 1.44. "Released Parties" means all of the following: (1) Defendant and all of its present and former parent entities, subsidiaries, and/or affiliates, predecessors and successors, as well as all of their present or former divisions, affiliates, former and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, and each and all of the foregoing persons' heirs, assigns, executors, administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf of any of them, or any individual or entity that could be liable for any of the Released PAGA Claims or Released Class Claims; and (2) all of the entities, companies, and/or individuals listed in Exhibit B, attached hereto, and all of their present and former parent entities, subsidiaries, and/or affiliates, predecessors and successors, as well as all of their present or former divisions, affiliates, former and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, and each and all of the foregoing persons' heirs, assigns, executors, administrators and successors. For the avoidance of doubt, Xinyi Li and Bao Jian Liang are Released Parties.
- 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.46. "Response Deadline" means 45 days after the Class Notice is provided to Class Members and Aggrieved Employees for whom address information is known and 45 days after notice is provided by publication or other means to Class Members and Aggrieved Employees for whom address information is not known, and shall be the last date on which Class Members may: fax, email, mail, or electronically submit on the Settlement Website (a) Requests for Exclusion from the Settlement, (b) Objections to the Settlement, and/or (c) Claim Forms. Class Members for whom address information is known and to whom the Class Notice are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond expiration of the Response Deadline.
- 1.47. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48. "Workweek" means a one-week time period from Sunday at 12:00 a.m. to Saturday at 11:59 p.m. during which Class Members worked for or performed services for Defendant, which will be used to calculate Individual Class Member Payments.

2. RECITALS.

- 2.1. On March 1, 2024, Sanchez provided notice to the LWDA and Defendant UniUni Logistics Inc. alleging various PAGA violations. On May 14, 2024, Sanchez filed a wage and hour complaint against Defendant UniUni Logistics Inc. alleging (1) failure to compensate for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages owed every pay period; (6) failure to give rest breaks; (7) failure to give meal

breaks; (8) failure to reimburse for business expenses; (9) failure to pay wages when employment ends; (10); and (11) PAGA violations.

- 2.2. On March 18, 2024, Gonzalez provided notice to the LWDA and Defendant UniUni Logistics Inc. alleging various PAGA violations. On May 22, 2024, Gonzalez filed a wage and hour class action complaint against UniUni Logistics Inc. alleging (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-complaint wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) Violation of California Business & Professions Code; and (11) Violation of California Labor Code.
- 2.3. On March 21, 2024, Briones provided an amended notice to the LWDA and Defendant UniUni Logistics Inc. alleging various PAGA violations. On May 1, 2024, Briones filed a wage hour class action complaint against UniUni Logistics Inc. alleging claims for (1) failure to pay minimum wage for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to indemnify necessary business expenses; (6) waiting time penalties; (7) failure to provide accurate wage statements; (8) violation of the Unfair Competition Law; and (9) PAGA violations. Additionally, during settlement discussions, Briones provided a draft complaint containing individual claims for (a) wrongful termination, (b) retaliation, (c) failure to permit inspection of personnel records and (d) failure to permit inspection of pay statements.
- 2.4. On June 30, 2025, Ozuna provided notice to the LWDA and Defendant UniUni Logistics Inc. alleging various PAGA violations. Also, on June 30, 2025, Ozuna filed a wage and hour class action complaint against UniUni Logistics Inc. alleging claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; and (8) violation of Business and Professions Code. On July 25, 2025, Ozuna provided amended notice to LWDA and Defendant UniUni Logistics Inc. adding Pro Staff Hire as a defendant.
- 2.5. All PAGA Notices and court-filed complaints referenced herein, including but not limited to in Paragraphs 2.1 – 2.4 above and in Paragraph 3.2 below are referred to herein as the “Complaint.”
- 2.6. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant UniUni Logistics Inc., Shengyun LLC (as applicable), Pro Staff Hire (as applicable) and the LWDA by sending the PAGA Notices and any amended PAGA Notices.
- 2.7. The Court has not granted class certification.
- 2.8. Counsel for the parties agree that information required to identify and locate Class Members and Aggrieved Employees, particularly those who were not employed by

Defendant on a W-2 basis, is not in the possession of Defendant. In addition, counsel for the parties agree that many Class Members and Aggrieved Employees were not treated as employees by Defendant or Defendant's vendors, making it impossible to obtain certain employment-related data such as social security numbers. Following a reasonable and diligent inquiry by Defendant to obtain all information available on Class Members and Aggrieved Employees, the parties have agreed that the only practicable manner in which to effectuate this non-reversionary settlement is to require Class Members and Aggrieved Employees who were not employed by Defendant on a W-2 basis to self-identify to the Settlement Administrator following the best practicable notice the Settlement Administrator is able to provide under the circumstances, which will include notice by publication. The parties will jointly agree on this notice process in coordination with the Settlement Administrator and present evidence of its efficacy to the Court in seeking approval of the settlement. Nothing in this Agreement shall be interpreted to require notice by publication to W-2 employees.

3. PLEADING AMENDMENT.

- 3.1. As part of this Agreement, the Parties stipulate to the filing by counsel for Ozuna of a new notice with the LWDA ("Amended LWDA Notice") within 14 days of all Parties' signatures to the Agreement that adds: all claims that were raised or could have been raised in the LWDA notices in the Briones Action, Sanchez Action and Gonzalez Action.
- 3.2. As part of this Agreement, the Parties stipulate that, after 65 days following the filing of the Amended LWDA Notice, Plaintiffs Jan Paul Briones, Ronnette Sanchez, and Vincent Gonzalez will dismiss the Briones Action, Sanchez Action, and Gonzalez Action with prejudice, and Plaintiff Rosa Ozuna will file an amended complaint in this Court adding Jan Paul Briones, Ronnette Sanchez, and Vincent Gonzalez as additional plaintiffs and revising the class definition and the definition of Aggrieved Employees in the Ozuna Action so that it is the same as the Class and the Aggrieved Employees as defined herein, and adding all claims that were raised or could have been raised in the Briones Action, Sanchez Action, and Gonzalez Action.

4. MEDIATION AND SETTLEMENT.

- 4.1. On April 9, 2025, Defendant and Plaintiff in the Sanchez Action participated in an all-day mediation with mediator David Sarnoff. The parties did not reach a settlement at the mediation.
- 4.2. On August 7, 2025, Defendant and Plaintiff in the Briones Action participated in an all-day mediation with experienced wage and hour mediator Judge Charles McCoy (Ret.). The parties did not reach a settlement at the mediation.
- 4.3. On August 19, 2025, Defendant and Plaintiff in the Gonzalez Action participated in an all-day mediation with experienced wage and hour mediator Judge Ron Sabraw (Ret.). The parties did not reach a settlement at the mediation. However, following that mediation, Defendant and Plaintiffs in the Briones Action, Gonzalez Action, Sanchez Action, and Ozuna Action engaged Judge Sabraw to provide a mediator's proposal for a global

settlement, which the parties ultimately accepted, leading to the settlement of the Action.

- 4.4. Prior to mediations in the Action, Plaintiffs obtained, through informal discovery, written policy documents applicable to the claims, and a significant sampling of relevant data points concerning the composition of the Class, including payroll and timekeeping records for Defendant's W2 employees and comprehensive data regarding the services performed by other individuals in the Class. Counsel for Briones also contacted numerous putative class members and gathered declarations to investigate the underlying facts of this matter. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

5. **MONETARY TERMS.**

- 5.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 10 below, Defendant promises to pay \$4,275,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions 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 Paragraph 6.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount. The Individual Class Payments and Individual PAGA Payments calculated for those Participating Class Members and Aggrieved Employees who are required to submit Claim Forms pursuant to paragraph 1.5 above (*i.e.*, not employed by Defendant on a W-2 basis), but who do not submit valid and complete Claim Forms will be reallocated by first 1) increasing payments to Participating Class Members and Aggrieved Employees who were already eligible to receive payments without the submission of a Claim Form pursuant to paragraph 1.5 above or who were required to, and did, submit valid and complete Claim Forms by a maximum of \$1,000, and 2) providing the remainder to Bet Tzedek Legal Services. None of the Gross Settlement Amount will revert to Defendant.
- 5.2. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
 - 5.2.1. **To Plaintiffs:** Class Representative Service Payment of not more than \$10,000.00 to each of the Plaintiffs (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 5.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$1,496,250 and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. The Parties agree that except as otherwise provided herein, the Parties will bear their own attorneys' fees and costs incurred, and Defendant shall have no other liability for any of Plaintiffs' attorneys' fees or costs in connection with the Action. Plaintiffs and Class Counsel waive any additional claim for attorneys' fees incurred by Plaintiffs in connection with the Action. Plaintiffs and/or Class Counsel will file a Motion for Final Approval of the Settlement no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- 5.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$25,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- 5.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, as calculated based on data in Defendant's possession or otherwise available through reasonable means, and (b) multiplying the result by each Participating Class Member's Workweeks, as calculated based on data in Defendant's possession or otherwise available through reasonable means. For the purpose of calculating Individual Class Payment, each Participating Class Member will be credited with all Workweeks within the Class Period within which they worked or performed service for Defendant.
- 5.2.5. Tax Allocation of Individual Class Payments. One-fifth (1/5) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining four-fifths (4/5) of each Participating Class Member's Individual Class Payment will be allocated to settlement for non-wages, expense reimbursement, any other non-wage claim made by any Plaintiff, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is

not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- 5.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members and those Participating Class Members and Aggrieved Employees who are required to submit Claim Forms pursuant to paragraph 1.5 above (*i.e.*, not employed by Defendant on a W-2 basis), but who do not submit valid and complete Claim Forms, will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees who were already eligible to receive payments without the submission of a Claim Form pursuant to paragraph 1.5 above or who were required to, and did, submit valid and complete Claim Forms on a pro rata basis.
- 5.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$500,000 to be paid from the Gross Settlement Amount, with 75% (\$375,000) allocated to the LWDA PAGA Payment and 25% (\$125,000) allocated to the Individual PAGA Payments.
- 5.2.8. Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 5.2.9. PAGA Penalties Reduction: If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

6. SETTLEMENT FUNDING AND PAYMENTS.

- 6.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 7,728 Class Members who collectively worked a total of 136,246 Workweeks, and 7,728 Aggrieved Employees who worked a total of 136,246 PAGA Pay Periods.
- 6.2. Class Data. Not later than 90 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data, to the extent the Class Data is in Defendant's possession, to the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to perform their services under this Agreement. The Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any issues related to the Class Data. It is understood by all

counsel in the Action that much of the data related to Class Members and Aggrieved Employees is not in the possession of Defendant. In addition, it is understood by all counsel in the Action that many Class Members and Aggrieved Employees were not treated as employees, making it difficult, if not impossible, to obtain certain employment-related data such as social security numbers. Accordingly, Defendant will take all reasonable steps to deliver the Class Data, but, due to the difficulties described above, this Agreement provides for alternative means to provide notice to Participating Class Members and Aggrieved Employees who were not employed on a W-2 basis for whom such data is not available, such as Class Notice by publication, and the submission by those Class Members and Aggrieved Employees who were not employed by Defendant as W-2 employees of Claim Forms completed with the missing information.

- 6.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator within 30 calendar days after the Effective Date.
- 6.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
 - 6.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Participating Class Members and Aggrieved Employees who were already eligible to receive payments without the submission of a Claim Form pursuant to paragraph 1.5 above or who were required to, and did, submit valid and complete Claim Forms via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator may combine an Individual Class Payment and an Individual PAGA Payment to a given individual into a single check. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 6.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
 - 6.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed

Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

7. RELEASES OF CLAIMS. Upon the Effective Date and when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 7.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to:
- 7.1.1. all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint and/or the Action and/or released under Section 7.3, below;
 - 7.1.2. all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaint and/or the Action and/or released under Section 7.4, below;
 - 7.1.3. claims for wrongful termination or constructive discharge, including claims based on violation of public policy or an implied covenant of good faith and fair dealing; promissory estoppel or detrimental reliance; breach of fiduciary duty; or breach of agreements, representations, policies, or practices related to Plaintiffs’ relationship with any Released Party or based on any legal obligation owed by any Released Party;
 - 7.1.4. claims for tortious interference with contract or prospective business; fraud or negligent misrepresentation; invasion of privacy, defamation or libel; personal injury or sickness or any other harm; intentional or negligent infliction of emotional distress; nonphysical injury; or false imprisonment;
 - 7.1.5. claims for violation of federal, state, or local laws, ordinances, or executive orders prohibiting discrimination, harassment, or retaliation, or requiring accommodation, on the basis of any legally protected characteristic or activity, including, but not limited to, age, sex, race, creed, color, religion, national origin, ancestry, pregnancy, childbirth or related medical conditions, sex, genetic information, or other legally protected characteristics or activities;
 - 7.1.6. claims for violation of federal, state, or local laws or ordinances requiring leave, paid or unpaid, on any grounds, or prohibiting interference or retaliation for exercising any

such rights;

- 7.1.7. claims for violation of federal, state, or local laws, ordinances, or executive orders governing employment practices; wages, notice of wages, payment of wages, pay equity, or theft of wages; scheduling, including shifts, meal breaks and rest periods; polygraphs; privacy including electronic privacy or communications; safety or health; consumer or credit reporting; labor relations or unfair labor practices; immigration; or retaliation or interference with any protected rights or characteristics;
 - 7.1.8. claims for violation of federal, state, or local laws, ordinances, or executive orders requiring notice of plant closures, layoffs, or reductions in the workforce;
 - 7.1.9. claims for compensation of any kind whatsoever, including, but not limited to, claims for salary, wages, overtime, bonuses, commissions, incentive compensation, severance, sick or other leave, vacation, or other paid time off;
 - 7.1.10. claims for benefits of any kind whatsoever, including, but not limited to, retirement, welfare, and fringe benefits;
 - 7.1.11. claims for violations of the Age Discrimination in Employment Act of 1967 (ADEA) and Older Workers Benefit Protection Act (OWBPA);
 - 7.1.12. claims for monetary or equitable relief, including, but not limited to, damages, back pay, front pay, reinstatement, medical fees or expenses, experts' expenses, attorneys' fees, costs, debts, or disbursements; and
 - 7.1.13. claims for violations of the Americans with Disabilities Act ("ADA"), collectively referred to as "Plaintiffs' Release". Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
- 7.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released Party.
- 7.3. Release by Participating Class Members: All Participating Class Members will release and

discharge the Released Parties from all claims, demands, rights, liabilities and causes of action that were pled in the Complaint and/or the Action, or which could have been alleged in the Complaint and/or the Action based on the factual allegations therein, that arose during the Class Period. The time period covered by this release will mirror the Class Period and will become effective upon the Effective Date and full payment of the Gross Settlement Amount and payroll taxes by Defendant.

- 7.4. Release by Aggrieved Employees and LWDA: All Aggrieved Employees and LWDA are deemed to release and discharge the Released Parties from all PAGA claims that are based on the Labor Code violations pled in the Complaint and/or the Action or which could have been pled in the Complaint and/or the Action based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release.

8. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 8.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice for review and approval by Defendant; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action.

- 8.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

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

9. SETTLEMENT ADMINISTRATION.

- 9.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include all duties described in Section 6.4, and will also include preparing and providing the Class Notice Packet to all Class Members; conducting a National Change of Address search to obtain and/or update Class Member addresses and contact information, providing the Class Notice Packets to Class Members directly or by publication; re-sending any mailed Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; setting up the Settlement Website for providing Class Notice Packets by publication, receiving communications from Class Members, and other settlement administering requirements; receiving, processing, and reviewing for validity completed Requests for Exclusion, objections, Dispute Forms, and Claim Forms; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections, Dispute Forms, and Claim Forms; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 9.2. 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.
- 9.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 9.4. Notice to Class Members.
- 9.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods reflected in the

Class Data.

- 9.4.2. Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will provide to all Class Members the Class Notice Packets substantially in the form attached to this Agreement as Exhibit A. The Administrator will provide the Class Notice Packets via first class United States Postal Service ("USPS") mail to all Class Members whose address information is known, whether identified in the Class Data or determined through the Administrator's own research and investigation. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. The Administrator will provide the Class Notice Packets to Class Members whose address information is not known through publication or other means. Defendant shall not be forced to publish the Class Notice on its company website or through any other means that it believes, in its sole discretion, unreasonably interferes with its legitimate business needs. Administrator shall also provide to Defendant a draft of any notice by publication or other means for review and approval 7 days prior to perfecting such notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts, to the extent the information necessary to calculate such an estimate is known by the Administrator. If the information necessary to calculate such an estimate is not known by the Administrator as to any particular Class Member on the date of the Administrator's providing of the Class Notice to the Class Member (whether by mail, publication, and/or other means), but the Administrator later receives the information needed to calculate the estimate, whether by the Class Member's submission of a Claim Form or otherwise, not later than three (3) days thereafter, the Administrator shall provide an amended Class Notice to the Class Member containing such estimate, after which the Class Member shall have an additional fourteen (14) calendar days to submit a Request for Exclusion or challenge the estimate for workweeks and/or pay periods. If such Request for Exclusion or challenge is not received in fourteen (14) calendar days, such Class Member shall be a Participating Class Member, and the Administrator is entitled to presume that the Workweeks contained in the amended Class Notice are correct.
- 9.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time, except through the Administrator's publication of the Class Notice, as described herein.
- 9.4.4. The deadlines for Class Members' Claim Forms (if required pursuant to paragraph 1.5 above), written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days

otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 9.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, and the Administrator either has or is otherwise able to obtain the Class Members' mailing and/or email addresses, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9.5. Requests for Exclusion (Opt-Outs).

- 9.5.1. Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, mail, or submit on the Settlement Website a signed written Request for Exclusion not later than 45 days after the Administrator provides the Class Notice (plus an additional 14 days for Class Members who receive re-mailed or amended Class Notices). A Class Member may submit a Request for by completing and submitting the Request for Exclusion form included in the Class Notice Packet or submitting a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, mailing address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, postmarked, or submitted on the Settlement Website by the Response Deadline. The Class Notice published on the Settlement Website will contain a hyperlink allowing Class Members to submit electronic Requests for Exclusion form, which, if complete and valid, shall be equally effective as Request for Exclusions forms submitted by USPS mail.
- 9.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination of identity shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 9.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 7.3 of this Agreement,

regardless whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, or receives an Individual Class Payment and/or Individual PAGA Payment.

- 9.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 7.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 9.6. Claim Forms. Those Participating Class Members and Aggrieved Employees who are required to submit Claim Forms pursuant to paragraph 1.5 above (*i.e.*, not employed by Defendant on a W-2 basis) must submit timely and valid Claim Forms not later than 45 days after the Administrator provides the Class Notice (plus an additional 14 days for Class Members who receive re-mailed or amended Class Notices). Each Class Member's submission of a Claim Form must include the Class Member's name, mailing address, phone number, and the last four digits of their social security number. A Class Member may submit their Claim Form by fax, mail, email, or through submission on the Settlement Website. The Class Notice shall provide specific instructions on how Class Members should complete and submit Claim Forms and the timeline for doing so. Additionally, the Class Notice published on the Settlement Website will contain a hyperlink allowing Class Members to submit electronic Claim Forms, which, if complete and valid, shall be equally effective as Claim Forms submitted by USPS mail. For the avoidance of doubt, if a Class Member submits both a Request for Exclusion and a Claim Form, the Request for Exclusion will control, and the Class Member will not be a Participating Class Member and will not receive an Individual Class Payment, but the Class Member will be an Aggrieved Employee bound by the release of PAGA claims herein and will receive an Individual PAGA Payment.
- 9.7. Challenges to Calculation of Workweeks or Pay Periods. Each Class Member shall have 45 days after the Administrator provides the Class Notice by mail, publication, or other means (plus an additional 14 days for Class Members who receive re-mailed or amended Class Notices) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice ("Challenge"). The Class Member may challenge the allocation by communicating with the Administrator via fax, email, mail, or through the Settlement Website. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 9.8. Objections to Settlement.

- 9.8.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 9.8.2. Participating Class Members may submit written objections to the Administrator, by fax, email, mail, or on the Settlement Website. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to submit a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members who receive re-mailed or amended Class Notices).
- 9.8.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void. For the avoidance of doubt, however, a Class Member may submit both an objection and a Claim Form, and if the Class Member's objection is denied, such Class Member will receive any Individual Class Payment and/or Individual PAGA Payment due to them.
- 9.8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 9.8.5. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website for this Settlement ("Settlement Website") to publish the Class Notice, post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, Claim Form, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, and the Final Approval Order and the Judgment, and provide a means for the electronic submission of Requests for Exclusion, Claim Forms, objections, and disputes to the Administrator's estimates of Workweeks and Pay Periods. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 9.8.6. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information

of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from the Settlement submitted by the Class Members (whether valid or invalid).

- 9.8.7. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, individuals who have viewed or accessed the Class Notice provided by publication or other means, Class Notices returned undelivered, Claim Forms received, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion, objections, and challenges received.
- 9.8.8. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and Aggrieved Employee challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 9.8.9. Administrator's Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its providing of the Class Notice, whether by mail, publication, and/or other means, the Class Notices returned as undelivered, the re-mailing of Class Notices and provision of amended Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the total number of Claim Forms received (both valid or invalid), the number of written objections and attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 9.8.10. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

10. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant

estimates that, as of the date of this Agreement, there are an estimated 136,246 workweeks worked by the Class Members during the Class Period. If the number of total workweeks worked by Class Members as reported to the Settlement Administrator following preliminary approval is more than 12.5% greater than this figure (i.e., if there are more than 153,276 total workweeks worked during the Class Period), then Defendant, at its option, can either choose to, (1) increase the Gross Settlement Amount by \$31.38 per additional workweek in excess of 153,276 workweeks (the 12.5% escalation limit) or (2) cut off the Class Period before the total number of workweeks increases above 153,276.

11. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. Additionally, if any court excludes more than 10% of workweeks due to any reason, Defendant may, but is not obligated to, elect to withdraw from the Settlement. Lastly, Defendant may, but is not obligated to, elect to withdraw from the Settlement if any court requires Defendant to publish Class Notice on its company website or through any other means that it believes, in its sole discretion, unreasonably interferes with its legitimate business needs. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that the Parties will not have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of their election to withdraw no later than 7 business days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

12. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the Settlement (including the PAGA settlement under Labor Code section 2699, subd. (1)), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

12.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure § 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

14. ADDITIONAL PROVISIONS.

14.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action or Operative Complaint have merit or that Defendant bear any liability to Plaintiffs, Class Members, or Aggrieved Employees for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for

class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle 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).

- 14.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, executives, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect, except as to communications with counsel in a related matter. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 14.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 14.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 14.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.
- 14.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing 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 a mediator and/or the Court for resolution.

- 14.7. 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 14.8. No Tax Advice. Neither Plaintiffs, 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.
- 14.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 14.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 14.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 14.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 14.13. 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.
- 14.14. Use and Destruction of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant. Not later than 5 years after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, the Administrator shall destroy all paper and electronic versions of Class Data received from Defendant.
- 14.15. Headings. The descriptive heading of any section or of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

- 14.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 14.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Arash Sadat
arash@msdlawyers.com
Brigitte Mills
brie@msdlawyers.com
Camron Dowlatsahi
camron@msdlawyers.com
Kathleen Moore
kathleen@msdlawyers.com
MILLS SADAT DOWLAT LLP
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MESSRELIAN LAW INC.
101 N. Brand Blvd., Suite 1450
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To Defendant:

Rishi Puri
rpuri@ebglaw.com
Andrew Lichtenstein
alichtenstein@ebglaw.com
EPSTEIN BECKER GREEN
1125 NW Couch Street, Suite 500
Portland, OR 97209

- 14.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., through DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 14.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement, discovery in the Action shall remain stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement and pursuant to Code of Civil Procedure § 583.330, the Parties extend the date to bring the Action to trial for a period of not less than one (1) year starting from the date of the signing of this Agreement by all Parties until the entry of the Final Judgment or if not entered the date this Agreement shall no longer be of any force or effect.
- 14.20. Arms-Length Settlement. The Parties, Class Counsel, and Defense Counsel represent and warrant that they have arrived at this Agreement through arms-length negotiations.
- 14.21. Enforceability. The Parties agree that this Agreement is enforceable pursuant to the provisions of Code of Civil Procedure § 664.6, subject to Court approval.

The Parties hereby execute this Settlement.

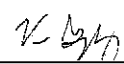
Dated: _____

JAN PAUL BRIONES

By: _____
(Signature)

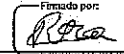
Dated: 02 / 25 / 2026

VINCENT GONZALEZ

By: 
(Signature)

Dated: 3/13/2026 | 9:45 AM PDT

ROSA OZUNA

By: 

(Signature)

Dated: _____

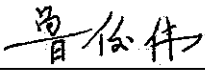
RONNETTE SANCHEZ

By: _____

(Signature)

Dated: 2/19/2026

UNIUNI LOGISTICS INC.

By: 

(Signature)

Junwei Lu

(Printed Name)

Approved as to form:

Dated: _____

MILLS SADAT DOWLAT LLP

By: _____

Arash Sadat

Brigitte Mills

Camron Dowlatsahi

Attorneys for Plaintiff Jan Paul Briones

Dated: 3/4/2026

LAWYERS FOR JUSTICE, PC

By: 

Arby Aiwarzian

Aliza Grossman

Attorneys for Plaintiff Vincent Gonzalez

Dated: 3/17/2026

AEGIS LAW FIRM, PC

By: 

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Attorneys for Plaintiff Rosa Ozuna

Dated: _____

MESSRELIAN LAW INC.

By: _____
Harout Messrelian
Attorneys for Plaintiff Ronnette Sanchez

Dated: 2/20/2026

EPSTEIN BECKER GREEN

By: Rishi Puri
Rishi Puri
Attorneys for Defendant UniUni Logistics Inc.

EXHIBIT A

[INSERT NOTICES HERE AFTER AGREEMENT IS FINALIZED]