

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

JENNIFER MARURE PEREZ, individually, and  
on behalf of all others similarly situated, and on  
behalf of other aggrieved employees pursuant to  
the California Private Attorneys General Act  
("PAGA");

Plaintiff,

vs.

ADVANCED PURIFICATION ENGINEERING  
CORPORATION, a California corporation;  
CULLIGAN INTERNATIONAL COMPANY, a  
Delaware Corporation; and DOES 1 through 10,  
inclusive,

Defendants

Case No.: 25STCV18940

Assigned for All Purposes to:  
Hon. Deborah Walker, Dept. 7

CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT AND  
CLASS NOTICE

Complaint Filed: June 27, 2025  
Trial Date: None Set

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jennifer Marure Perez (“Plaintiff”) and Defendants Advanced Purification Engineering Corporation and Culligan International Company (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

**1. DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Jennifer Marure Perez, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act vs. Advanced Purification Engineering Corporation, a California corporation; Culligan International Company, a Delaware Corporation; and DOES 1 through 10, inclusive*, Case No. 25STCV18940 initiated on June 27, 2025, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action, LLC (“Apex”), 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 Employee” means all persons employed by Defendant Advanced Purification Engineering Corporation as non-exempt, hourly-paid employees in the State of California at any time during the PAGA Period.
- 1.5. “Class” or “Class Members” means all persons employed by Defendant Advanced Purification Engineering Corporation as non-exempt, hourly-paid employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and

expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “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).

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. “Class Period” means period of June 27, 2021 through April 27, 2026, or as modified pursuant to Paragraph 8 of the Agreement.

1.13. “Class Representative” means the named Plaintiff Jennifer Marure Perez in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

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

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

1.16. “Defendants” means Advanced Purification Engineering Corporation and Culligan International Company.

1.17. “Defense Counsel” means VEDDER PRICE LLP.

1.18. “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: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means **Three Hundred and Two Thousand Five-Hundred Dollars and Zero Cents (\$302,500.00)** which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment and the Administrator's Expenses.

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

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

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments, under Labor Code § 2699(i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

- 1.28. “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 as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from June 27, 2024 through April 27, 2026, or as modified pursuant to Paragraph 8 of the Agreement.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s June 27, 2025 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$25,000.00, allocated 35% to the Aggrieved Employees (\$8,750.00) and the 65% to LWDA (\$16,250.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Jennifer Marure Perez, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.1 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released Parties” means: Defendants Advanced Purification Engineering Corporation and Culligan International Company and Defendants’ respective agents, officers, employees,

directors, owners, subsidiaries, DBAs, affiliates, and parent companies.

1.41. “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.

1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

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

1.44. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

## 2. **RECITALS.**

2.1. On June 27, 2025, Plaintiff commenced this Action by filing a Complaint in Los Angeles Superior Court alleging causes of action against Defendants for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements); (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On September 3, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in in

the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on February 27, 2025.

2.3. On February 26, 2026, the Parties participated in an all-day mediation presided over by Doug Leach, Esq. Subsequently, and following additional efforts by the mediator, the Parties were eventually able to subsequently reach an agreement to settle the Action.

2.4. Prior to and following the mediation, Plaintiff obtained, through informal discovery, documents, data, and information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

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

### **3. MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay a maximum of **\$302,500.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. 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:

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA

1 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants  
2 will not oppose Plaintiff's requests for Class Representative Service Payments that do not exceed  
3 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the  
4 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the  
5 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
6 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form  
7 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
8 Representative Service Payments and agree to indemnify Defendants and hold them harmless for  
9 any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or  
10 potential damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative  
11 Service Payment.

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross  
13 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$17,500.00.  
14 Defendants will not oppose requests for these payments. Plaintiff will seek Court approval for the  
15 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval  
16 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation  
17 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to  
18 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other  
19 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or  
20 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees  
21 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.  
22 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees  
23 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendants  
24 and hold them harmless for any responsibility, liability, claim, complaint, damages, penalties,  
25 interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes  
26 owed on these Payments or from any dispute or controversy regarding any division or sharing of  
27 any of these Payments.

28 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,500.00 except



upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount. Apex Class Action, LLC has been selected as the Administrator, based upon its “not to exceed” bid of \$6,500.00.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portion of each Individual Class Payment is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of each Individual Class Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments and agree to indemnify Defendants and hold them harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members’ obligations to pay taxes owed on these Payments.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to

be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendants and hold them harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. This Settlement is made based on the estimate that number of Workweeks worked by 138 Class Members during the Class Period is estimated to be 10,073 and the number of pay periods worked by the estimated 80 Aggrieved Employees is approximately 1,286 pay periods.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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 effect and perform required tasks under this Agreement. Defendants have a continuing duty to immediately notify Class

Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendants fund the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which date shall be one hundred eighty (180) days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA

Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (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, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b) or if required by the reviewing Court, to an appropriate *cy pres* beneficiary pursuant to Code of Civil Procedure § 384(b).

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

## **5. RELEASES OF CLAIMS.**

As of the full funding of the Gross Settlement Amount, Plaintiff and the Participating Class Members will release claims against all Released Parties as follows:

5.1. Release by Participating Class Members: Upon final approval of the settlement, all Participating Class Members (including Plaintiff), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released

Parties from all claims that occurred during the Class Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”) for unpaid overtime, meal period premiums, rest period premiums, unpaid minimum wage, untimely payment of final wages, failure to timely pay wages during employment, non-compliant wage statements, failure to keep requisite payroll records, waiting time penalties, unreimbursed business expenses, and violation of Business and Professions Code §§ 17200, et seq. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period

5.2. Release by PAGA Members. Plaintiff, on behalf of the LWDA, herself, and all PAGA Members, release Released Parties from, and are forever barred from pursuing such against Released Parties for, the PAGA claims alleged in (or that reasonably could have been alleged in) and/or arising out of the facts alleged in the Operative Complaint and the PAGA Notice during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations for: unpaid overtime, meal period premiums, rest period premiums, unpaid minimum wage, untimely payment of final wages, failure to timely pay wages during employment, non-compliant wage statements, failure to keep requisite payroll records, waiting time penalties and unreimbursed business expenses.

## 6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approval.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts

relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

## 7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

1 federal tax authorities.

2 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
3 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

4 7.4. Notice to Class Members.

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator  
6 shall notify Class Counsel that the list has been received and state the number of  
7 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class  
8 Data.

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

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

26 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks  
27 and/or Pay Periods, and Requests for Exclusion will be extended an additional  
28 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice

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

3 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise  
4 discovers any persons who believe they should have been included in the Class Data  
5 and should have received Class Notice, the Parties will expeditiously meet and  
6 confer in person or by telephone, and in good faith in an effort to agree on whether  
7 to include them as Class Members. If the Parties agree, such persons will be Class  
8 Members entitled to the same rights as other Class Members, and the Administrator  
9 will send, via email or overnight delivery, a Class Notice requiring them to exercise  
10 options under this Agreement not later than fourteen (14) days after receipt of Class  
11 Notice, or the deadline dates in the Class Notice, which ever are later.

12 7.5. Requests for Exclusion (Opt-Outs).

13 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class  
14 Settlement must send the Administrator, by fax, email, or mail, a signed written  
15 Request for Exclusion not later than sixty (60) days after the Administrator mails the  
16 Class Notice or as otherwise extended for re-mailed Class Notices as described  
17 herein. A Request for Exclusion is a letter from a Class Member or his/her  
18 representative that reasonably communicates the Class Member's election to be  
19 excluded from the Settlement and includes the Class Member's name, address and  
20 email address or telephone number. To be valid, a Request for Exclusion must be  
21 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension  
22 for remailed Class Notices as described herein.

23 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails  
24 to contain all the information specified in the Class Notice. The Administrator shall  
25 accept any Request for Exclusion as valid if the Administrator can reasonably  
26 ascertain the identity of the person as a Class Member and the Class Member's desire  
27 to be excluded. The Administrator's determination shall be final and not appealable  
28 or otherwise susceptible to challenge. If the Administrator has reason to question



the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the 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 are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. 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 so long as they are consistent with the Class Data. 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.

7.7. Objections to Settlement.

1 7.7.1. Only Participating Class Members may object to the class action components of the  
2 Settlement and/or this Agreement, including contesting the fairness of the  
3 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
4 Counsel Litigation Expenses Payment and/or Class Representative Service  
5 Payment.

6 7.7.2. Participating Class Members may send written objections to the Administrator, by  
7 fax, email, or mail. In the alternative, Participating Class Members may appear in  
8 Court (or hire an attorney to appear in Court) to present verbal objections at the Final  
9 Approval Hearing. A Participating Class Member who elects to send a written  
10 objection to the Administrator must do so not later than the Response Deadline, or  
11 as otherwise extended for re-mailed Class Notices as described herein.

12 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
13 components of the Settlement.

14 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved  
15 Employees have no right to object to or intervene in any of the PAGA components  
16 of the Settlement.

17 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
18 performed or observed by the Administrator contained in this Agreement or otherwise.

19 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post  
20 information of interest to Class Members including the date, time and location for  
21 the Final Approval Hearing and copies of the Settlement Agreement, the Class  
22 Notice, the Final Approval and the Judgment on the Administrator's website. The  
23 Administrator will also maintain and monitor an email address and a toll-free  
24 telephone number to receive Class Member calls, faxes and emails.

25 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
26 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
27 Not later than five (5) days after the expiration of the deadline for submitting  
28 Requests for Exclusion, the Administrator shall email a list to Class Counsel and

1 Defense Counsel containing (a) the names and other identifying information of Class  
2 Members who have timely submitted valid Requests for Exclusion (“Exclusion  
3 List”); (b) the names and other identifying information of Class Members who have  
4 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion  
5 from Settlement submitted (whether valid or invalid).

6 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
7 to Class Counsel and Defense Counsel that, among other things, tally the number of:  
8 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
9 Exclusion (whether valid or invalid) received, objections received, challenges to  
10 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for  
11 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).  
12 The Weekly Reports must include provide the Administrator’s assessment of the  
13 validity of Requests for Exclusion and attach copies of all Requests for Exclusion  
14 and objections received.

15 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
16 address and make final decisions consistent with the terms of this Agreement on all  
17 Class Member challenges over the calculation of Workweeks and/or Pay Periods.  
18 The Administrator’s decision shall be final and not appealable or otherwise  
19 susceptible to challenge.

20 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by  
21 which Plaintiff is required to file the Motion for Final Approval of the Settlement,  
22 the Administrator will provide to Class Counsel and Defense Counsel, a signed  
23 declaration suitable for filing in Court attesting to its due diligence and compliance  
24 with all of its obligations under this Agreement, including, but not limited to, its  
25 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of  
26 Class Notices, attempts to locate Class Members, the total number of Requests for  
27 Exclusion from Settlement it received (both valid or invalid), the number of written  
28 objections and attach the Exclusion List. The Administrator will supplement its

1 declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
2 responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the  
4 Administrator disburses all funds in the Gross Settlement Amount, the Administrator  
5 will provide Class Counsel and Defense Counsel with a final report detailing its  
6 disbursements by employee identification number only of all payments made under  
7 this Agreement. At least fourteen (14) days before any deadline set by the Court, the  
8 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
9 signed declaration suitable for filing in Court attesting to its disbursement of all  
10 payments required under this Agreement. Class Counsel is responsible for filing the  
11 Administrator's declaration in Court.

12 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

13 Based on its records, Defendants estimate that the number of Workweeks during the Class Period is  
14 estimated to be 10,073. The Parties have stipulated to a 10% escalation of the estimated Workweeks in the  
15 final Workweeks' count at the end of the Class Period without any increase to the Gross Settlement Amount.  
16 In the event the number of Workweeks worked increases by more than 10%, (i.e., exceeds 11,080  
17 Workweeks), then Defendants shall make an election that one of the following occur: (1) either the GSA  
18 shall be increased proportionally by the Workweeks worked in excess of 11,080; or (2) the Class Period and  
19 PAGA Period (as well as the end date for the release period) will end on the date that the number of  
20 Workweeks worked by Class Members reaches 11,080. Defendants shall inform Plaintiff no later than three  
21 days prior to the filing of a Motion for Preliminary Approval whether the provisions of this Paragraph appear  
22 to have been triggered and if so, its election under this paragraph. Final confirmation of whether the  
23 provisions of this Paragraph have triggered will be verified by the Administrator prior to sending the Class  
24 Notice.

25 **9. RIGHT TO WITHDRAW**

26 If 10% or more of the Settlement Class members elect not to participate in the Settlement by  
27 submitting a valid Request for Exclusion, Defendants may, at their election, rescind the Settlement and all  
28 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendants elect

to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will be responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 30 calendar days following the Response Deadline.

**10. MOTION FOR FINAL APPROVAL**

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval upon request. 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.

10.1. 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.

10.2. 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 Parties agree that changes to the timing of payments or notice periods, or to the contents of the Notice of Settlement, which are requested by the Court do not necessitate an amendment or revision to this Agreement unless such an Amendment is required by the Court.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration

1 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

2 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
3 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
4 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,  
5 their respective counsel, and all Participating Class Members who did not object to the  
6 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,  
7 including all rights to post-judgment and appellate proceedings, the right to file motions to  
8 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of  
9 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If  
10 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement  
11 will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
12 final, except as to matters that do not affect the amount of the Net Settlement Amount.

13 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
14 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
15 material modification of this Agreement (including, but not limited to, the scope of release  
16 to be granted by Class Members), this Agreement shall be null and void. The Parties shall  
17 nevertheless expeditiously work together in good faith to address the appellate court's  
18 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any  
19 additional Administration Expenses reasonably incurred after remittitur. An appellate  
20 decision to vacate, reverse, or modify the Court's award of the Class Representative Service  
21 Payment or any payments to Class Counsel shall not constitute a material modification of  
22 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount  
23 remains unchanged.

24 **11. AMENDED JUDGMENT.**

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

27 **12. ADDITIONAL PROVISIONS.**

28 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other

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

13 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding  
14 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate  
15 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)  
16 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective  
17 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement  
18 Agreement; (2) Defendants shall have no obligation to make any payments to the Settlement Class  
19 Members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary  
20 approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and  
21 all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation  
22 settlement communications and not subject to disclosure for any purpose in any proceeding.

23 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and  
24 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they  
25 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to  
26 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or  
27 generally, to any person, corporation, association, government agency, or other entity except: (1) to the  
28 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement

1 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing  
2 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued  
3 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any  
4 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,  
5 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
6 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding  
7 this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was  
8 resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with  
9 Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.  
10 Notwithstanding the foregoing, the settlement is not confidential, and Plaintiff and/or Plaintiff’s Counsel  
11 shall submit the settlement to the LWDA and the Court for purposes of obtaining preliminary and/or final  
12 settlement approval.

13 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and  
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
15 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate  
16 with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

17 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
18 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
19 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
20 by any Party.

21 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
22 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action  
23 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to  
24 execute any other documents reasonably required to effectuate the terms of this Agreement including any  
25 amendments to this Agreement.

26 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best  
27 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
28 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.

12.8. 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.

12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.

12.10. 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.

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

12.12. 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.

12.13. 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.

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

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be

used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

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

12.17. 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.

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

To Plaintiff:

Seung L. Yang  
[seung.yang@thesentinelfirm.com](mailto:seung.yang@thesentinelfirm.com)  
 Tiffany Hyun  
[tiffany.hyun@thesentinelfirm.com](mailto:tiffany.hyun@thesentinelfirm.com)  
 Jeffrey P. Jackson  
[jeffrey.jackson@thesentinelfirm.com](mailto:jeffrey.jackson@thesentinelfirm.com)  
**THE SENTINEL FIRM, APC**  
 707 Wilshire Blvd., Suite 4700  
 Los Angeles, CA 90017  
 Telephone: (213) 985-1150  
 Facsimile: (213) 985-2155

To Defendants:

**VEDDER PRICE LLP**  
 Michael Wahlander ([mwahlander@vedderprice.com](mailto:mwahlander@vedderprice.com))  
 1 Post Street, Ste 2400  
 San Francisco, CA 94104  
 Telephone: (415) 749-9500  
 Facsimile: (415) 749-9502

**VEDDER PRICE LLP**  
 Lauren Wertheimer ([lwtheimer@vedderprice.com](mailto:lwtheimer@vedderprice.com))  
 1925 Century Park East, Suite 1900  
 Los Angeles, CA 90067  
 Telephone: (424) 204-7700  
 Facsimile: (424) 204-7702

1  
2           12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
3 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted  
4 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument  
5 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart  
6 will be admissible in evidence to prove the existence and contents of this Agreement.

7           12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation  
8 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the  
9 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial  
10 under CCP section 583.310 for the entire period of this settlement process.

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12           **[SIGNATURES ON NEXT PAGE]**  
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1 **IT IS SO AGREED.**

2

3 **Plaintiff & Class Representative:**

4 Dated: 06 / 09 / 2026

By:   
JENNIFER MARURE PEREZ

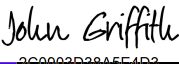
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6 **Defendant:**

7 Dated: Jun 11, 2026

ADVANCED PURIFICATION ENGINEERING  
CORPORATION

9 John Griffith  
By: \_\_\_\_\_  
Print Name

10 Signed by:  
11   
12 2C00003D38A5E4D3...  
Signature

13 VP & General Counsel  
14 \_\_\_\_\_  
Title