CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Maxwell Deal and Jesus Perez ("Plaintiffs") and Defendant Santa Fe Aggregates, Inc. ("SFA"). The Agreement refers to Plaintiffs and SFA collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "**Action**" means Plaintiffs' lawsuit alleging wage and hour violations and PAGA against SFA which Plaintiffs' will caption *Maxwell Deal et al. v. Santa Fe Aggregates, Inc.* and file in the Superior Court of the State of California, County of Sacramento. To effectuate approval of this Agreement, the Parties agree that Plaintiffs shall file a class and PAGA lawsuit in the Sacramento Superior Court in substantially the form contained in Exhibit A, and in response, SFA shall file an Answer. This agreement comes from resolving the Plaintiffs' Labor Workforce and Development Agency proceeding entitled *Deal et al. v. Santa Fe Aggregates, Inc.* No. LWDA-CM-1105807-25.

1.2 "**Administrator**" means Simpluris, 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 bid, currently estimated at $7,429, submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "**Class**" means all persons employed by SFA in California as an Operator or QA Tech and classified as someone who worked for SFA during the Class Period.

1.5 "**Class Counsel**" means David Markham and Lisa Brevard of The Markham Law Firm, and Walter Haines of United Employees Law Group.

1.6 "**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.

1.7 "**Class Data**" means Class Member identifying information in SFA'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 which may be identified by hire and termination dates of the respective Class Member. Class Data will only be provided confidentially to the Administrator.

1.8 "**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 a PAGA Employee).

1.9 "**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.

1.10 "**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 with a Spanish translation, in the form, without material variation, attached as **Exhibit B** and incorporated by reference into this Agreement.

1.11 "**Class Period**" means the period from June 17, 2021, through January 14, 2026.

1.12 "**Class Representatives**" means Maxwell Deal and Jesus Perez, the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.13 "**Class Representative Service Payments**" means the payments to the Class Representatives for participating in pre-litigation proceedings, initiating the Action, and providing services in support of the Action.

1.14 "**Court**" means the Superior Court of California, County of Sacramento.

1.15 "**SFA" or "Defendant"** means named Defendant Santa Fe Aggregates, Inc.

1.16 "**Defense Counsel**" means Cassandra M. Ferrannini and Daria A. Gossett of Downey Brand LLP.

1.17 "**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, or if all objections to the Settlement have been formally withdrawn by the time of the Final Approval order, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, and the objection is not withdrawn by the time of the Final Approval order, 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.

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

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

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

1.21 "**Gross Settlement Amount**" means Four Hundred Seventy-Five Thousand Dollars and No Cents ($475,000.00) which is the total amount SFA 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, Class Representative Service Payments, and the Administrator's Expenses. The Gross Settlement Amount excludes the employer's contribution of payroll taxes due on the settlement payments apportioned as wages, which Defendant will pay outside of the Gross Settlement Amount.

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

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

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

1.25 "**LWDA**" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699.

1.26 "**LWDA PAGA Payment**" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.27 "**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 Payments, 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.

1.28 "**Non-Participating Class Member**" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 "**PAGA Employee**" means a person employed by SFA in California as an Operator or QA Tech and classified as someone who worked for SFA during the PAGA Period.

1.30 "**PAGA Pay Period**" means any Pay Period during which a PAGA Employee worked for SFA for at least one day during the PAGA Period.

1.31 "**PAGA Period**" means the period from June 17, 2024 to January 14, 2026.

1.32 "**PAGA**" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33 "**PAGA Notice**" means Plaintiffs' PAGA letter to SFA and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), dated June 17, 2025.

1.34 "**PAGA Penalties**" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, $47,500.00, allocated 35% to the PAGA Employees and 65% to the LWDA 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 **"Plaintiffs"** mean Maxwell Deal and Jesus Perez, the named plaintiffs in the Action and the individuals that submitted the PAGA Notice in connection with the proceeding LWDA-CM-1105807-25.

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

1.38 "**Preliminary Approval Order**" means the proposed Order Granting Preliminary Approval of Class and PAGA Representative Action Settlement.

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

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

1.41 "**Released Parties**" means SFA and any of its former and present parents, subsidiaries, divisions, corporate members, and affiliated companies, joint employers, and their respective officers, directors, employees, partners, shareholders, agents, successors, and assigns, attorneys, insurers, predecessors, successors, assigns, subsidiaries, supervisors, and affiliates.

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

1.43 "**Response Deadline**" means 60 days after the Administrator mails Notice to Class Members and PAGA 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 an 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 when the Response Deadline has expired.

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

1.45 "**Workweek**" means any week during which a Class Member worked for SFA for at least one day, during the Class Period.

2. RECITALS.

2.1 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to SFA and the LWDA by sending the PAGA Notice dated June 17, 2025.

2.2 On September 4, 2025, the Parties attended a Cure Conference with the LWDA to discuss the allegations in Plaintiffs' PAGA Notice. As part of that conference, Plaintiffs and SFA separately provided testimony to the LWDA, documents, and briefing regarding the Parties' respective positions as to the allegations in Plaintiffs' PAGA Notice. SFA also produced timekeeping and payroll records, along with various policy documents regarding its wage and hour practices.

2.3 On October 8, 2025, the Parties participated in an all-day mediation presided over by the Honorable David Brown (Ret.) which led to this Agreement to settle the Action.

2.4 Prior to mediation and negotiating the Settlement, Plaintiffs obtained documents – including time keeping and payroll records and SFA's policies – SFA's Confidential Cure Proposal, and class-wide data. 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*").

2.5 Plaintiffs will commence this Action by filing a Complaint alleging causes of action against SFA for (1) failure to pay regular and/or overtime wages pursuant to Labor Code sections 510, 1194, 1197, 1197.1, 1198 and the applicable wage order; (2) failure to provide lawful meal periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 512, 1198, and the applicable wage orders; (3) failure to authorize and permit rest periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 1198, and the applicable wage orders; (4) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (5) violation of Labor Code section 226; (6) violation of Labor Code section 2802, and derivative violations for the above-stated Labor Code claims; (7) violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq*; and (8) PAGA. SFA denies the allegations in the forthcoming Complaint, denies any failure to comply with the laws identified in in the Complaint and denies any and all liability for the causes of action alleged. In response to Plaintiffs' Complaint, SFA will timely file an Answer.

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

3. MONETARY TERMS.

3.1 <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, SFA promises to pay $475,000.00, which is the maximum total amount that SFA is obligated to pay for any and all purposes under this Agreement. SFA will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. SFA has 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 PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SFA.

3.2 <u>Payments from the Gross Settlement Amount</u>. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified and approved by the Court in the Final Approval Order:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $15,000.00 each. This amount is in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. SFA will not oppose Plaintiffs' request for a Class Representative Service Payments that do 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 the Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount, to be distributed pro rata to Participating Class Members. The Administrator will pay each Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, not to exceed $158,333.33, and a Class Counsel Litigation Expenses Payment of not more than $15,000. SFA will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment 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, to be distributed pro rata 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 of any Class Counsel Fee 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 SFA harmless, and indemnifies SFA, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $7,429 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 $7,429, the Administrator will retain the remainder in the Net Settlement Amount, to be distributed pro rata to Participating Class Members.

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. 30% 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 70% 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 Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and PAGA Employees: PAGA Penalties in the amount of $47,500.00 to be paid from the Gross Settlement Amount, with 65% ($30,875.00) allocated to the LWDA PAGA Payment and 35% ($16,625.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 35% ($16,625.00) share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed pro rata to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Workweeks. Based on a review of its records to date, SFA estimates there are approximately 6,270 workweeks worked by Class Members in the Class Period. If the actual number of workweeks worked by Class Members in the Class Period exceeds this amount by more than 10% – that is, if there are 6,898 or more Class Member workweeks – then, SFA shall have the option in its sole discretion to exercise its options under the Escalator Provision, section 8 of this Agreement.

4.2 Class Data. Within 30 calendar days after the Court grants Preliminary Approval of the Settlement, and to the extent practicable, SFA 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 under this Agreement. The Administrator will not share the Class Data with Plaintiffs or their counsel.

4.3 Funding of Gross Settlement Amount. SFA shall fully fund the Gross Settlement Amount within ten (10) calendar days after service of Notice of the Effective Date. SFA shall transmit the funds to the Administrator.

4.4 Payments from the Gross Settlement Amount. Within seven (7) days after SFA 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 Payments. Before making any distributions, the Settlement Administrator will send counsel for the Parties, for their approval, a final set of the calculations it has prepared for distribution.

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 (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 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 PAGA Employees including Non-Participating Class Members who qualify as PAGA 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 retuned undelivered without United States Postal Service ("USPS") forwarding addresses. 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 Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate SFA to confer any additional benefits or make any additional payments to Class Members (such as 401(k) plans, bonus plans, profit-sharing plans, pension plans, or any other Company-sponsored plans or benefits) beyond those specified in this Agreement.

4.5 SFA's Share of Payroll Taxes. Within seven (7) calendar days of the Administrator providing the calculation regarding SFA's share of payroll taxes, SFA shall transmit the amounts necessary to fully pay its share of payroll taxes. The Administrator shall provide this calculation to SFA no later than the Effective Date.

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

5.1 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 all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") This includes but is not limited to any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or could have been alleged in Plaintiffs' operative Complaint filed pursuant to this Settlement and PAGA notice dated June 17, 2025 relating to Plaintiffs' claims, including but not limited to: (a) failure to pay regular and/or overtime wages pursuant to Labor Code sections 510, 1194, 1197, 1197.1, 1198 and the applicable wage order; (b) failure to provide lawful meal periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 512, 1198, and the applicable wage orders; (c) failure to authorize and permit rest periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 1198, and the applicable wage orders; (d) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (e) knowing and intentional failure to comply with itemized wage statement provisions in violation of Labor Code section 226; (f) unreimbursed business expenses in violation of Labor Code section 2802, and derivative violations for the above-stated Labor Code claims; (g) violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq*; and (h) any and all claims for attorneys' fees and costs. ("Class Members' Released Claims"). Plaintiffs' Release also includes the PAGA Release in section 5.3. Plaintiffs' Release does not apply to vested employment benefits, such as 401K, and any other claims that cannot be released as a matter of law, such as workers' compensation or disability claims. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe 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.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits of section 1542 of the 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.

5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint, including but not limited to any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or could have been alleged in Plaintiffs' operative Complaint filed pursuant to this Settlement and PAGA notice dated June 17, 2025 relating to Plaintiffs' claims, including but not limited to: (a) failure to pay regular and/or overtime wages pursuant to Labor Code sections 510, 1194, 1197, 1197.1, 1198 and the applicable wage order; (b) failure to provide lawful meal periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 512, 1198, and the applicable wage orders; (c) failure to authorize and permit rest periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 1198, and the applicable wage orders; (d) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (e) knowing and intentional failure to comply with itemized wage statement provisions in violation of Labor Code section 226; (f) unreimbursed business expenses in violation of Labor Code section 2802, and derivative violations for the above-stated Labor Code claims; (g) violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq*; and (h) any and all claims for attorneys' fees and costs. ("Class Members' Released Claims"). Participating Class Members do not release any other claims, including claims for vested employment benefits, such as 401K, 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.

5.3 Release by PAGA Employees: All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period including but not limited to (a) failure to pay regular and/or overtime wages pursuant to Labor Code sections 510, 1194, 1198 and the applicable wage order; (b) failure to provide lawful meal periods or premiums in lieu thereof under Labor Code sections 226.7, 512, 1198, and the applicable wage order; (c) failure to authorize and permit rest periods or premiums in lieu thereof under Labor Code sections 226.7, 1198, and the applicable wage order; (d) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (e) knowing and intentional failure to comply with itemized wage statement provisions in violation of Labor Code section 226, (f) failure to reimburse necessarily incurred business expenses in violation of Labor Code section 2802, and (g) failure to provide cool down recovery periods in violation of California Occupational Safety and Health Act (Cal/OSHA).

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), however, Class Counsel will submit it for approval to Defense Counsel at least five (5) business days before filing. Upon filing the motion for preliminary approval, Class Counsel will also timely file the necessary notification(s) of the settlement to the LWDA.

6.1 Timing. Class Counsel will use their best efforts to file their motion for preliminary approval of the Settlement with the Court within 45 days after the Complaint has been filed in Sacramento Superior Court.

6.2 Plaintiffs' Responsibilities. Class Counsel 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, subdivision (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 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 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; (vi) 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 (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. Based on Defendant's representation as stated herein, Class Counsel's Declaration(s) 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.

6.3 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. Defense Counsel will appear at the Motion for Preliminary Approval, if a hearing is required, and will not oppose the Motion. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.4 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 and conferring 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, Plaintiffs' Counsel is responsible for modifying the motion and must provide it to Defense Counsel prior to re-filing.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration 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 federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 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, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit B. The first page of the Class Notice shall 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. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 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.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 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.

7.4.5 If the Administrator, SFA, 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 good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Class Action Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by sending a workweek dispute to 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 to Defense Counsel and Class Counsel, and the Administrator's determination regarding the challenges.

7.7 Objections to Settlement.

7.7.1 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 Payments.

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

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

7.8 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.

7.8.1 Website, Email Address and Toll-Free Number. The

Administrator will establish and maintain and use an internet website to 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, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 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 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 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, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of any Requests for Exclusion and/or Objections received, and attach copies of all Requests for Exclusion and Objections received.

7.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 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 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections (whether valid or invalid) and attach the Exclusion List, if applicable. 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.

7.8.6 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 15 calendar 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(s) in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, SFA estimates that, as of October 8, 2025, there are approximately 6,270 workweeks worked by the Settlement Class Members in the Class Period. If the actual number of Class Member workweeks worked by Class Members in the Class Period exceeds this amount by more than 10% – that is, if there are 6,898 or more class member workweeks – then, Defendant shall have the option in its sole discretion to either: (a) increase the Gross Settlement Amount proportionately for each additional workweek worked by Class Members over 6,897 workweeks; or (b) agree that the Class Period and the PAGA Period shall cut off as of the date the number of workweeks worked by Class Members is up to 6,897.

9. SFA'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, SFA may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if SFA withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, SFA will remain responsible for paying all Settlement Administration Expenses incurred to that point. SFA must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. 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 PAGA settlement under Labor Code section 2699, 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 five (5) business 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.

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, except that, under no circumstances shall the Gross Settlement Amount increase. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, 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.

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

10.4 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.

10.5 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payments 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.

11. 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.

12. ADDITIONAL PROVISIONS.

12.1 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 SFA that any of the allegations in the Operative Complaint or PAGA Notice have merit or that SFA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that SFA'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 not grant Preliminary Approval, Final Approval or enter Judgment, SFA reserves the right to contest certification of any class for any reasons, and SFA 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 SFA'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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, SFA, and Defense Counsel separately 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, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter, if it were applicable; (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 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, SFA, and Defense 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. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the 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.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and SFA, 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.

12.6 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.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, SFA, 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.

12.9 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.

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

12.11 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.

12.12 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.

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by SFA in connection with the LWDA Cure Conference, 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 California Rules of Court rule. 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 and Class Counsel shall destroy all paper and electronic versions of Class Data received from SFA unless, prior to the Court's discharge of the Administrator's obligation, SFA makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

12.16 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.

12.17 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:
David Markham
dmarkham@markham-law.com
Lisa Brevard
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect Street, Suite 200
La Jolla, CA 92037

To SFA:
Cassandra M. Ferrannini
cferrannini@DowneyBrand.com
Daria A. Gossett
dgossett@DowneyBrand.com
DOWNEY BRAND LLP
621 Capitol Mall, Fl. 18
Sacramento, CA 95819

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., 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. If a Party elects to sign the agreement electronically they must provide the other Party with an authentication certificate for that signature.

DATED: Mar 17, 2026

Maxwell Deal
Maxwell Deal (Mar 17, 2026 20:25:47 PDT)

Maxwell Deal
Plaintiff

DATED:

Jesus Perez
Plaintiff

12.16 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.

12.17 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:
David Markham
dmarkham@markham-law.com
Lisa Brevard
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect Street, Suite 200
La Jolla, CA 92037

To SFA:
Cassandra M. Ferrannini
cferrannini@DowneyBrand.com
Daria A. Gossett
dgossett@DowneyBrand.com
DOWNEY BRAND LLP
621 Capitol Mall, Fl. 18
Sacramento, CA 95819

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., 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. If a Party elects to sign the agreement electronically they must provide the other Party with an authentication certificate for that signature.

DATED:______________________

____
Maxwell Deal
Plaintiff

DATED: Mar 16, 2026

Jesus Perez (Mar 16, 2026 13:37:30 PDT)
____
Jesus Perez
Plaintiff

DATED: 3/26/26

By: Kathy Radley
for Defendant
Santa Fe Aggregates, Inc.

APPROVED AS TO FORM:

DATED:____________________

THE MARKHAM LAW FIRM

By:________________________
David Markham
Attorney for Plaintiffs

DATED:____________________

UNITED EMPLOYEES LAW GROUP

By:________________________
Walter L. Haines
Attorney for Plaintiffs

DATED:____________________

DOWNEY BRAND LLP

By:________________________
Cassandra M. Ferrannini
Attorney for Defendant

DATED:________________________

____
By: Kathy Radley
for Defendant
Santa Fe Aggregates, Inc.

APPROVED AS TO FORM:

DATED:________________________

THE MARKHAM LAW FIRM

By:______________________________
David Markham
Attorney for Plaintiffs

DATED: March 16, 2026

UNITED EMPLOYEES LAW GROUP

By:______________________________
Walter L. Haines
Attorney for Plaintiffs

DATED:________________________

DOWNEY BRAND LLP

By:______________________________
Cassandra M. Ferrannini
Attorney for Defendant

DATED:______________________

By: Kathy Radley
for Defendant
Santa Fe Aggregates, Inc.

APPROVED AS TO FORM:

DATED: 03/16/2026

THE MARKHAM LAW FIRM

By:______________________
David Markham
Attorney for Plaintiffs

DATED:______________________

UNITED EMPLOYEES LAW GROUP

By:______________________
Walter L. Haines
Attorney for Plaintiffs

DATED: 4/1/2026

DOWNEY BRAND LLP

By:______________________
Cassandra M. Ferrannini
Attorney for Defendant

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

[*Maxwell Deal et al. v. Santa Fe Aggregates, Inc.*, Case No. __________]

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and PAGA lawsuit ("Action") against Santa Fe Aggregates, Inc. ("SFA") for alleged wage and hour violations. The Action was filed by two former SFA employees, Maxwell Deal and Jesus Perez ("Plaintiffs"), and seeks money on behalf of themselves and other non-exempt Operators and QA Techs who worked for SFA during the Class Period June 17, 2021 to January 14, 2026. Plaintiffs also seek penalties under the California Private Attorney General Act ("PAGA") for all non-exempt Operators and QA Techs who worked for SFA during the PAGA Period (June 17, 2024 to January 14, 2026) ("PAGA Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring SFA to fund Individual Class Payments, and (2) a PAGA Settlement requiring SFA to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on SFA's records and the Settlement Administrator's calculations, **your Individual Class Payment is estimated to be $_______ (less withholding) and your Individual PAGA Payment is estimated to be $_______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to SFA's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on SFA's records showing that **you worked _________ workweeks** during the Class Period and **you worked ________ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The terms of the settlement are stated in detail below. The Court will decide whether to enter a judgment that requires SFA to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against SFA.

If you worked for SFA during the Class Period and/or the PAGA Period, you have options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against SFA.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion by notifying the Administrator in writing by the deadline. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your rights to personally pursue Class Period wage claims against SFA. You cannot opt-out of the PAGA portion of the proposed Settlement.

SFA will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<table>
<tr><td>You Don't Have to Do Anything to Participate in the Settlement</td><td>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your rights to assert the wage claims against SFA that are covered by this Settlement (Released Claims).</td></tr>
<tr><td rowspan="2">You Can Opt-out of the Class Settlement but not the PAGA Settlement

The Opt-out Deadline is ________</td><td>If you don't want to participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</td></tr>
<tr><td>You cannot opt-out of the PAGA portion of the proposed Settlement. SFA must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue PAGA Released Claims during the PAGA Period (defined below).</td></tr>
<tr><td>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement

Written Objections Must be Submitted by ________</td><td>All Class Members who do not opt-out ("Participating Class Members") can object to the proposed Settlement.

See Section 7 of this Notice.</td></tr>
</table>

You Can Participate in the ____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by ____________**	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to SFA's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former SFA non-exempt Operator employees. The Action alleges that SFA violated California labor laws. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action, David Markham and Lisa Brevard of The Markham Law Firm and Walter Haines of United Employees Law Group ("Class Counsel.")

SFA strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether SFA or Plaintiffs are correct on the merits.

Plaintiffs and SFA hired an experienced, neutral mediator – a retired judge – in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SFA does not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Gross Settlement Amount: The Settlement provides that SFA will pay $475,000.00 to settle the lawsuit.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $158,333.33, which is 33.33% of the Gross Settlement, to Class Counsel for attorneys' fees and up to $15,000 for their out-of-pocket litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $15,000.00 each to Maxwell Deal and Jesus Perez as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

   C. An estimated $7,429 to the Administrator for services administering the Settlement.

   D. $47,500.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Employees based on their

PAGA Period Pay Periods.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and SFA are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and SFA have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ________, that you wish to opt-out. To opt out of the class settlement, you must notify the Administrator in a written and signed Request for Exclusion by the ________ Response Deadline. The Request for Exclusion must be a letter from the Class Member setting forth the Class Member's name, present address, telephone number, approximate dates of employment and last 4 digits of your social security number for verification purposes, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against SFA.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against SFA based on the PAGA Period facts alleged in the Action.

7. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member

Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

8. Participating Class Members' Release. After the Judgment is final and SFA has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against SFA or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including but not limited to any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from June 17, 2021 through January 14, 2026, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or could have been alleged in Plaintiffs' operative Complaint filed pursuant to this Settlement and PAGA notice dated June 17, 2025 relating to Plaintiffs' claims, including but not limited to: (a) failure to pay regular and/or overtime wages pursuant to Labor Code sections 510, 1194, 1197, 1197.1, 1198 and the applicable wage order; (b) failure to provide lawful meal periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 512, 1198, and the applicable wage orders; (c) failure to authorize and permit rest periods or premiums in lieu thereof under Labor Code sections 218.6, 226.7, 1198, and the applicable wage orders; (d) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (e) knowing and intentional failure to comply with itemized wage statement provisions in violation of Labor Code section 226; (f) unreimbursed business expenses in violation of Labor Code section 2802, and derivative violations for the above-stated Labor Code claims; (g) violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq*; and (h) any and all claims for attorneys' fees and costs. ("Class Members' Released Claims"). Participating Class Members do not release any other claims, including claims for vested employment benefits, such as 401K, 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.

9. PAGA Employees' PAGA Release. After the Court's judgment is final, and SFA has

paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Employees will be barred from asserting PAGA claims against SFA, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against SFA or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Employees' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, e.g., (a) failure to pay regular and/or overtime wages pursuant to Labor Code sections 510, 1194, 1198 and the applicable wage order; (b) failure to provide lawful meal periods or premiums in lieu thereof under Labor Code sections 226.7, 512, 1198, and the applicable wage order; (c) failure to authorize and permit rest periods or premiums in lieu thereof under Labor Code sections 226.7, 1198, and the applicable wage order; (d) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (e) knowing and intentional failure to comply with itemized wage statement provisions in violation of Labor Code section 226, (f) failure to reimburse necessarily incurred business expenses in violation of Labor Code section 2802, and (g) failure to provide cool down recovery periods in violation of California Occupational Safety and Health Act (Cal/OSHA).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the employee share of PAGA penalties by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in SFA's records, are stated in the first page of this Notice. You have until ____________ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax on or before the deadline. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The

Administrator will accept SFA's calculation of Workweeks based on SFA's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as *Deal et al. v. Santa Fe Aggregates, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and last 4 digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ________________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement.

The deadline for sending written objections to the Administrator is ____. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. You must identify the Action *Deal et al. v. Santa Fe Aggregates, Inc.* and include your name, current address, telephone number and approximate dates of employment for SFA and last 4 digits of your social security number for verification purposes and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _________ at [time] in Department [#] of the Sacramento Superior Court, located at 720 Ninth Street, Sacramento, CA 95814. If you wish to appear, you may do so remotely using the Department Zoom Link below:

[insert link for assigned Department as per settlement guidelines]

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement at the amounts requested in this Notice.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ______ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. You may also check the Court's website for the most current information.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth the full the terms of the proposed Settlement. The Agreement, the Judgment, or any other Settlement documents can be viewed on the Administrator's website at [url].

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. ___. You can also make an appointment to personally review court documents in the Clerk's Office at the Gordon D. Schaber Courthouse by calling (916) 874-5522.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Name of Attorney: David Markham and Lisa Brevard
Email Address: contact@markham-law.com
Name of Firm: Markham Law Firm
Mailing Address: 888 Prospect Street, Suite 200, La Jolla, CA 92037
Telephone: 619-399-3995

Settlement Administrator:
Name of Company: Simpluris, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

Website URL:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the State of California's Unclaimed Property Fund for instructions on how to retrieve the funds, if possible.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.