JOINT STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT

DOE 1 and Fernando Zamudio-Piedra v. Aronson Industries, Inc. and Levi Aronson
Alameda County Superior Court Case No. 25CV132788

This Joint Stipulation for Class Action and PAGA Settlement ("Settlement" or "Agreement") is entered into by and between Plaintiffs *Jesus Torres Diaz* (a.k.a. Jose Maria Torres Valdovinos and "*Doe 1") and Fernando Zamudio-Piedra* (collectively "Plaintiffs" or "Named Plaintiffs"), on behalf of themselves, all similarly situated individuals, *and Aronson Industries, Inc. and Levi Aronson* (collectively "Defendants"). Plaintiffs and Defendants collectively are referred to in this Agreement as the "Parties," and each as a "Party."

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "Action" means the lawsuits styled: *DOE 1 and Fernando Zamudio-Piedra v. Aronson Industries, Inc. and Levi Aronson*, Case No. 25CV132788, pending in Alameda County Superior Court.

B. "Agreement" or "Settlement Agreement" shall refer to this document.

C. "Class" or "Class Member" or "Settlement Class" means the named Plaintiffs, *Jesus Torres Diaz* and *Fernando Zamudio-Piedra*, and all persons employed in California by Defendants as non-exempt employees from July 21, 2021 through the date of preliminary approval (the "Class Period").

D. "Class Counsel" means Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco – Advocates for Worker Rights LLP.

E. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Court to compensate them for their attorneys' fees and litigation expenses in connection with the Action, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

F. "Class List" or "Class Member Data" means the list Defendants will provide to the Settlement Administrator, preferably in electronic form, containing for each Class Member, his/her/their: (a) full legal name; (b) social security number; (c) last known mailing address; (d) telephone number and/or e-mail address, if available; (e) the total number of workweeks that each Class Member worked in the State of California during the Class Period; and (f) the total number of workweeks that PAGA Aggrieved Employees worked in the State of California during the PAGA Period. The total number of workweeks and/or workweeks may be determined by reference to weeks worked as reflected in Defendant's timekeeping, payroll, and/or other records.

G. "Class Notice" means the court-approved document, substantially in the form attached to this Settlement Agreement as Exhibit A, which will be sent to Class Members following preliminary approval of the Settlement Agreement to notify Class Members of the Settlement and explain Class Members' options.

H. "Class Period" means the period from July 21, 2021 through the date on which the Court grants preliminary approval of this Settlement.

I. "Complaint" means the operative Complaint on file in Alameda County Superior Court Case No. 25CV132788.

J. "Court" or "Superior Court" means the California Superior Court in and for the County of Alameda, Hon. Somnath Raj Chatterjee presiding.

K. "Defendants' Counsel" means Larry Kazanjian of Palmer Kazanjian Wohl Hodson LLP.

L. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to or otherwise challenges the Settlement, the day the Court enters Judgment; (ii) 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. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will make all payments to the Class and all other beneficiaries under the Settlement.

M. "Employer Payroll Contributions" shall mean those payroll taxes and other monetary contributions required by state and federal law to be made by an employer on wage payments, including but not limited to FICA, Medicare, FUTA, and SUTA, and any federal and state unemployment taxes, payable with respect to amounts treated as wages under this Agreement (*i.e.*, the Wage Portion of Class Member Settlement Shares), but not amounts required to be withheld by an employer in satisfaction of an employee's share of federal and state income and other taxes and FICA or other mandated employee insurance contributions.

N. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Agreement.

O. "Judgment" means the Order Granting Final Approval of Class Action Settlement and Entering Final Judgment entered by the Court.

P. "Gross Settlement Amount" or "GSA" means the maximum amount to be paid by Defendants as provided by this Agreement, not including the Employer Payroll Contributions on the wage portion of Class Member Settlement Shares, which Defendants shall pay separately. There shall be no reversion of the Gross Settlement Amount to the Defendants.

Q. "Net Settlement Amount" means the Gross Settlement Amount, less the following, as approved by the Court: (1) the Representative Plaintiffs' Service

Awards; (2) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and litigation expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, and attending to the administration of the Settlement); and (3) the Settlement Administrator's expenses incurred in administrating the Settlement. Any deductions from the forgoing allocations will be retained in the QSF and will be included in the Net Settlement Amount for distribution to the Class, as appropriate. If the Court approves a lesser amount of any of the foregoing amounts, the Net Settlement Amount will increase proportionately.

R. "PAGA Aggrieved Employees" is defined as all employees of Defendants who were classified as non-exempt and worked within the State of California at any time from July 11, 2024 through the date the Court's grants preliminary approval of the Settlement.

S. "PAGA Aggrieved Employee Award" means the 35% of the PAGA Payment to be paid to PAGA Aggrieved Employees pursuant to Labor Code § 2699(i).

T. "PAGA LWDA Award" means the 65% of the PAGA Payment paid to the California Labor and Workforce Development Agency pursuant to Labor Code § 2699(i).

U. "PAGA Payment" means the payment in the amount of $25,000 from the Gross Settlement Amount to be paid to the LWDA (65%, or $16,250.00) and the PAGA Aggrieved Employees (35%, or $8,750.00) to settle claims for civil penalties pursuant to PAGA.

V. "PAGA Period" means the time period from July 11, 2024 through the date the Court grants preliminary approval of the Settlement.

W. "PAGA Released Claims" means all claims for civil penalties that could have been sought by the California Labor and Workforce Development Agency ("LWDA") for the violations alleged in Plaintiffs' letter to the LWDA by way of the PAGA Notice or the operative complaint alleging PAGA for violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802. The PAGA Released Claims are those that accrued during the period from July 11, 2024 through the date the Court's grants preliminary approval of the Settlement.

X. "PAGA Share" means the amounts to be distributed to each PAGA Aggrieved Employee from the PAGA Aggrieved Employee Award on a pro-rata basis based on the respective number of workweeks worked by each PAGA Aggrieved Employee during the PAGA Period.

Y. "Response Deadline" means forty-five (45) calendar days after the Administrator mails Class Notices 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, her, or their Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

Z. "Objection" means the written statement that a Class Member may submit to the Settlement Administrator in order to object to this Settlement Agreement (as set forth in herein).

AA. "Participating Class Member" means each individual Class Member who does not submit a valid and timely request to be excluded from the Settlement.

BB. "Preliminary Approval" means the Court's Order granting preliminary approval of the Settlement.

CC. "Preliminary Approval Date" means the date on which the Court enters an Order granting preliminary approval of the settlement terms set forth in this Settlement Agreement, or such modified terms as may be agreed to by the Parties in order to obtain preliminary approval.

DD. "Preliminary Approval Hearing" means the hearing held on the Motion for Preliminary Approval of this Settlement.

EE. "Qualified Settlement Fund" or "QSF" means the bank account established under this Agreement by the chosen Settlement Administrator from which all monies payable under this Settlement shall be paid, as set forth herein.

FF. "Released Class Claims" means upon the entry of the Approval Order, the Settlement Class, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to release and forever discharge Defendants from any and all claims and remedies asserted or that could have been asserted in the Actions during the Settlement Class Period and the State of California shall be deemed to release Defendants of all claims that were alleged or reasonably could have been alleged based on the facts and legal theories stated in the PAGA Notices and based on the factual allegations and legal theories in the Operative Complaint, including statutory, constitutional, tort, common law, and/or contract claims and associated relief for alleged failure to pay wages for off-the-clock work, failure to pay, to pay overtime for overtime hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to accrued vacation wages) on termination of employment, failure to provide meal and/or rest breaks, failure to provide accurate itemized wage statements, failure to keep accurate records of hours worked, and failure to timely pay all wages owed during employment. This release includes all such claims for violations of Labor Code §§ 200-204, 210, 212, 215, 218.6, 223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and Business & Professions Code §§ 17200 *et seq.*, California Code of Regulations Title 8, § 11000 *et seq.*, 29 U.S.C. § 211(c), and all other state and local wage/hour and wage payment laws, including wage orders, and common law theories against Defendants, their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, related, and subsidiaries (collectively referred to herein as "Released Parties") up to and including the date of preliminary approval.

GG. "Released Parties" means Defendants, their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, related, and subsidiaries.

HH. "Representative Service Award" means the payments of up to $15,000 for each Named Plaintiff, in addition to their respective Settlement Shares, made to the Named Plaintiffs in their capacity as Class Representatives, to compensate them for initiating and pursuing the Action, and undertaking the risk of liability for attorneys' fees and litigation costs in the event they were unsuccessful in the prosecution of the Actions.

II. "Request for Exclusion" means the written notice, containing the information specified herein, that a Class Member must submit to the Settlement Administrator no later than the Notice Response Deadline in order to request exclusion from the Settlement.

JJ. "Settlement" means the terms and conditions set forth in this Agreement to resolve the Actions.

KK. "Settlement Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

LL. "Settlement Administrator's Expenses" means the fees, costs, and expenses relating to the administration of the settlement of these Actions, including without limitation, printing and mailing the Class Notices, receiving and processing Objections and Requests for Exclusion, calculating and determining payments and percentages, regularly updating counsel on the status of administration, and the accounting and maintenance of the Qualified Settlement Fund.

MM. "Settlement Share" means the gross amounts to be distributed to each Participating Class Member from the Net Settlement Amount on a pro-rata basis based on the respective number of workweeks worked by each Participating Class Member during the Class Period.

II. RECITALS

A. **Plaintiffs' Class Action Complaint.** On July 21, 2025, *DOE 1 and Fernando Zamudio-Piedra* filed a class action Complaint (Alameda Court Case No. 25CV132788) against Defendants *Aronson Industries, Inc. and Levi Aronson*, on behalf of themselves and all others similarly situated, asserting causes of action for: (1) Failure to Pay Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Indemnify; (6) Failure to Provide Accurate Wage Statements; and (7) Unfair Competition, Business and Professions Code §§ 17200, *et seq*. On November 24, 2025, Plaintiffs amended their complaint to add causes of action for Waiting Time Penalties and Civil Penalties pursuant to PAGA.

B. **Bona Fide Dispute.** The Parties agree a bona fide dispute exists as to whether any amount of wages and/or penalties are due from Defendants to Plaintiffs and the Settlement Class Members.

C. 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.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. Gross Settlement Amount.

1. Subject to the terms and conditions of this Agreement, including but not limited to section III.A.2., *infra*, the Gross Settlement Amount that Defendants are obligated to pay in connection with the Settlement of the Actions is nine-hundred fifty thousand dollars and zero cents ($950,000.00). Payment of this amount, as approved by the Court, will cover all monetary benefits and payments to the Settlement Class and all claims for interest, fees, and costs, and will include: (a) the Representative Service Awards; (b) the Class Counsel Fees and Expenses Payment; (c) the Settlement Administrator's Fees; (d) Settlement Shares paid to Participating Class Members; and (e) the PAGA Payment in the amount of $25,000 from the Gross Settlement Amount to be paid to the LWDA (65%, or $16,250.00) and the PAGA Aggrieved Employees (35%, or $8,750.00) to settle claims for civil penalties pursuant to PAGA. The Gross Settlement Amount does not include the required Employer Payroll Contributions on the Wage Portion of the Settlement (Class Member Settlement Shares), which Defendants shall pay separately. There shall be no reversion of the Gross Settlement Amount to Defendants. Once all fees, costs, and Administrator payments (i.e., the amounts set forth in (b)-(d) above) have been deducted from the Settlement Fund, the entire remaining Net Settlement Amount shall be distributed to Participating Class Members in the manner outlined herein. Any funds originally designated for a Class Member who subsequently opts out of the Settlement will be distributed on a pro-rata basis to the Participating Class Members. If the Court approves less than the amounts requested in (b)-(d) above, the remainder will be retained in the Net Settlement Amount and distributed to Participating Class Members.
2. Defendants shall certify that the number of workweeks that have accrued for all class members during the Settlement Class Period does not exceed 14,250 workweeks. If the number of certified workweeks should exceed 14,250 workweeks by more than ten percent (10%), the gross fund value shall be increased by the percentage difference between the certified amount and the actual number of workweeks during the Settlement Period, or Defendants may elect to shorten the release period to the date on which the number of workweeks set forth above is reached, at their discretion.

B. Payments to Plaintiffs, Class Counsel, and Settlement Administrator.

Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount as follows:

1. **To Plaintiffs:** Class Representative Service Payment to the Class

Representatives of not more than fifteen thousand dollars ($15,000) each (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

2. **To Class Counsel:** Class Counsel will apply to the Superior Court for an award of (a) attorneys' fees of not more than thirty-three and one-third percent (33 & ⅓%) of the Gross Settlement Amount, or three hundred and sixteen thousand, six hundred and sixty-six thousand dollars and sixty-six cents ($316,666.66), and (b) litigation costs not to exceed twenty thousand dollars ($20,000) incurred in this action by Class Counsel. Defendants will not oppose Class Counsel's request for a Class Counsel Fees and Expenses Payment of these amounts. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount. If the Superior Court approves Class Counsel fees and litigation costs of less than the amounts requested herein, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Counsel Fees and Expenses Payment, and instead one or more Form 1099s will be issued to Class Counsel. In the event the Court does not approve the entirety of the application for the Class Counsel Fees and Expenses Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither the Released Parties nor the Settlement Administrator shall be responsible for paying the difference between the amount requested here and the amount ultimately awarded as recoverable attorneys fees' and litigation costs. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Expenses Payment.

3. **To the Settlement Administrator**. The Settlement Administrator will pay itself out of the Gross Settlement Amount its reasonable fees and expenses as approved by the Superior Court, not to exceed ten thousand dollars ($10,000.00). If the Court approves Settlement Administration Costs of less than $10,000.00 total, the remainder will be retained in the Net Settlement Amount.

C. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Participating Class Members as follows:

1. **Allocation and Payment of Settlement Shares to Participating Class**

Members: The Net Settlement Amount will be allocated and distributed to all participating Class Members based on the proportion of workweeks each participating Class Member worked for Defendants during the Class Period compared to all other participating Class Members. Payments to Participating Class Members will be calculated by assigning a certain dollar value to each workweek the Class Members worked during the Class Period. The dollar value of each workweek will be calculated by dividing the aggregate value of the Net Settlement Amount by the total number of workweeks worked during the Class Period by the Class Members who do not submit valid Requests for Exclusion. A Class Member who does not submit a valid Request for Exclusion will receive a Settlement Share determined by multiplying their number of workweeks during the Class Period by the dollar value of each workweek.

2. **Treatment of Settlement Shares**.

   a. **Non-Wage Portion:** Eighty percent (85%) of each Settlement Share will be treated as a payment in settlement of the Participating Class Member's claims for statutory penalties, interest, and other non-wage recovery. 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.

   b. **Wage Portion:** The remaining fifteen percent (15%) of each Settlement Share (the "Wage Portion") will be treated as a payment in settlement of the Participating Class Member's claims for unpaid wages. Accordingly, the Wage Portion shall be subject to all tax withholdings customarily made from employee's wages and all other authorized and required withholdings and shall be reported by IRS Form W-2. The employees' share of payroll tax withholdings shall be withheld from each employee's Settlement Share. The Settlement Administrator will issue IRS W-2 Forms.

3. **Effect of Class Members Who Request to Be Excluded from the Settlement.** A Class Member who submits a valid and timely Request for Exclusion from the Settlement will not receive a Settlement Share. That Class Member's workweeks will not be included in the calculations of Settlement Shares for those Class Members who do not request exclusion; and the Settlement Share that otherwise would have been payable to such Class Member will be retained in the Net Settlement Amount for distribution to all other Participating Class Members who do not request to be excluded from the Settlement.

D. **PAGA Payment.** Twenty-Five thousand Dollars ($25,000) of the Gross Settlement Amount is allocated to settle claims for civil penalties under California's Private Attorney General Act, Labor Code sections 2698, *et seq.* , as follows:

1. **PAGA LWDA Award.** Sixty-five percent (65%) of the PAGA Payment,

or no less six thousand five hundred dollars ($16,250.00), shall be paid to the LWDA, as required by Labor Code § 2699(i).

2. **PAGA Aggrieved Employee Award.** Thirty-five percent (35%) of the PAGA Payment, or no less than three thousand and five hundred dollars ($8,750.00), shall be paid to PAGA Aggrieved Employees as PAGA Shares, as required by Labor Code § 2699(i).

3. **PAGA Share.** Each PAGA Share will equal the PAGA Aggrieved Employee Award amount times the ratio of (a) the number of workweeks worked by each respective PAGA Aggrieved Employee for Defendant between July 11, 2024, through the date of preliminary approval (the "PAGA Period"), and (b) the total number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.

4. **Treatment.** Each PAGA Aggrieved Employee's PAGA Share shall be characterized as penalties and reported on an IRS Form 1099.

5. **PAGA Aggrieved Employees May Object.** Each PAGA Aggrieved Employee will be provided with the Notice Packet that states the total number of workweeks in the PAGA Period, if any, attributable to that PAGA Aggrieved Employee. This total will be based on Defendants' records, and there will be a presumption that Defendants' records are correct, absent evidence produced to the contrary. PAGA Aggrieved Employees may submit a challenge to workweeks to the Settlement Administrator if they believe that the number of workweeks attributed to them is incorrect. PAGA Aggrieved Employees challenging the number of workweeks attributed to them who are also Class Members shall submit any challenges to the workweeks attributed to them for purposes of the Settlement Share calculation on the same form. If the PAGA Aggrieved Employee does not timely dispute the number of workweeks, then the Settlement Administrator will mail that PAGA Aggrieved Employee their PAGA Share within fourteen (14) days after the Effective Date based on the original data provided by Defendants.

6. **Effect of PAGA Aggrieved Employees Who Request to Be Excluded from the PAGA Payment.** A PAGA Aggrieved Employee may not submit a Request for Exclusion from the PAGA Payment. If a PAGA Aggrieved Employee attempts to request Exclusion from the PAGA Payment, their respective workweeks will continue to be included in the calculations of PAGA Shares for all PAGA Aggrieved Employees, and the Settlement Administrator will still send such person their PAGA Share.

E. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint Phoenix Settlement Administrators as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing to all Class Members the Class Notice; translating the Class Notice from English to Spanish; conducting a National Change of Address search and using Accurint or another reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice to the Class Member's new address; setting up a toll-free telephone number to field calls from Class Members in English and Spanish; receiving and keeping track of any objections or requests for exclusion in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice and receipt of objections or requests for exclusions; calculating any and all payroll tax deductions as required by law; calculating Settlement Shares; providing a due diligence declaration for submission to the Superior Court prior to the Final Approval Hearing; issuing the checks to effectuate the payments due under the Settlement; distributing the Class Counsel Fees and Expenses Payment to Class Counsel; printing and providing Class Members and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the Court-approved cy pres recipient, including the administration of related tax reimbursements; for such other tasks as the Parties mutually agree; and otherwise administering the Settlement pursuant to this Agreement and its agreement with the Defendants. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of all Class Member's Settlement Shares, and all those requesting exclusion from the Settlement Class, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount. The Parties represent that they do not have any financial interest in Phoenix Settlement Administrators, nor any relationship with Phoenix Settlement Administrators that could create a conflict of interest.

F. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

a. Class Counsel shall file a Motion for Preliminary Approval with the Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, appointing Plaintiffs as Class Representatives and their counsel of record in the Action as Class Counsel, and approving the Class Notice.

b. Should the Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it.

2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice stating the total number of work weeks attributed to each Class Member in English and Spanish.

a. Within seven (7) calendar days after the Court enters its order granting

Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator Class Member Data, preferably in electronic form. To protect Class Members' privacy rights, the Administrator must maintain the Class Member Data in confidence, use the Class Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Member Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. If any or all of the Class Members' Data is unavailable to Defendants, Defendants will use best efforts to deduce or reconstruct the Class Members' Data prior to when it must be submitted to the Settlement Administrator.

b. 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 and Workweeks in the Class Data.

c. Within seven (7) days after receiving the Class Members' Data, the Settlement Administrator will mail the Class Notices (in English and Spanish) to all identified Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

d. 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.

e. Each week, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel a report showing whether any Class Notices have been returned and re-mailed and the receipt of any requests for exclusion.

f. Not later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement Administrator will serve on the Parties and cause to be filed with the Superior Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement, as well as all timely objections made to the Settlement by Class Members. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Class Member Objections to Settlement; Challenges to Number of Workweeks; Requests for Exclusion.**

a. **Objection to Settlement.** A Class Member who wishes to object to any term of the Settlement must send to the Settlement Administrator a written Objection to the Settlement, via U.S. Mail, postmarked not later than the Notice Response Deadline specified in the Class Notice. Late post-marks will not be honored. A written Objection must set forth: the objector's full name, address, telephone, signature, a clear reference to the Action, the words "Notice of Objection" or "Formal Objection," a statement of the specific legal and/or factual bases for each objection argument, a list identifying witness(es) the objector may call to testify at the Final Approval hearing; and include true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The Objection must also indicate whether the Class Member intends to appear at the Final Approval Hearing, either in person or through counsel, and if through counsel, the Objection must provide the counsel's name and bar number and contact information, including telephone number and e-mail address; the failure to do so will constitute a waiver of the right to appear at the hearing. Class Members who do not file and serve written Objections in the manner and by the deadlines specified in the Class Notice will be deemed to have waived any Objections and will be foreclosed from making any Objections (whether by appeal or otherwise) to the Settlement or other related matters. Class Counsel will file a response to any Objection within seven (7) days prior to the Final Approval Hearing. Plaintiffs agree not to object to the Settlement.

b. **Right to Challenge Number of Workweeks; Resolution.** A Class Member who wishes to dispute the number of workweeks he or she worked in the Class Period, may do so by notifying the Settlement Administrator in writing by either FAX, email, or mail postmarked no later than the Response Deadline. Late post-marks will not be honored. The Settlement Administrator will make the final determination as to the correct number of compensable workweeks for such Class Members. The Settlement Administrator's determination shall be final, binding, and non-appealable and Settlement Shares will be calculated according to the Settlement Administrator's determination. In the event that any Class Member's workweeks are adjusted for purposes of their Settlement Share, any such adjustment shall be applied to the workweeks for which they are credited.

c. **Request for Exclusion.** A Class Member who wishes to exclude himself from the Class Settlement must send the Settlement Administrator via U.S. Mail a written and signed request to be excluded no later than the Notice Response Deadline specified in the Class Notice. Late post-marks will not be honored. Class Members may object to or Request Exclusion from the Settlement, but may not do both. Any Class Member who submits a timely and proper request for exclusion may not file an objection to the Settlement or receive a Settlement Share and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Class Member files both an objection and a valid and timely request for exclusion, the request for exclusion will override the objection, and the objection shall therefore be ignored. The request for exclusion must contain the name, telephone number, address, last four digits of the social security number, and signature of the Class Member requesting exclusion from the Settlement. If a question is raised about the authenticity of any request for exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who submits a timely request for exclusion will not participate in or be bound by the Class Settlement and the Judgment and will not receive a Settlement Share, but will retain the right, if any, he or she may have to pursue an individual claim against Defendants. The Settlement Administrator shall have no authority with regards to Requests for Exclusions beyond what is provided in this paragraph and may not make any representations to Class Members as whether their Request for Exclusion has been accepted or rejected without the express consent of the Parties and/or the Court.

d. **Failure to Timely Request Exclusion.** Class Members who do not submit a timely request for exclusion in the manner and by the deadline specified in the Class Notice will automatically be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Superior Court, and by the Judgment, regardless of whether they have objected to the Settlement.

e. **Report.** Not later than five (5) days after the deadline to request to be excluded from the Settlement Administrator will provide the Parties with a complete and accurate list of all Class Members who have contested the information or requested to be excluded from the Settlement.

f. **Late Submissions.** The Settlement Administrator shall not accept as valid any Request for Exclusion, Objection, or workweek dispute postmarked after the Notice Response Deadline specified in the Class Notice. It shall be presumed that if a Request for Exclusion, Objection, or workweek dispute is not postmarked on or before the Notice Response Deadline, the Class Member did not return it in a timely manner.

4. **No Solicitation of Objection, Appeal, or Election Not to Participate in Settlement.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

5. **Additional Briefing and Final Approval.**

a. Not later than sixteen (16) court days before the Final Approval Hearing, Class Counsel will file with the Superior Court a motion for final approval of the Settlement and payment of Plaintiffs' Representative Service Awards, Class Counsel's Fees and Expenses Payment, the Settlement Administrator's reasonable fees and expenses, and pursuant to this Settlement.

b. Not later than five (5) court days before the Final Approval Hearing, Class Counsel may file a reply in support of their motion for final approval of the Settlement and payment of the Settlement Administrator's reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiffs and Class Counsel may file replies in support of their motions for the Representative Service Award and the Class Counsel Fees and Expenses Payment.

c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement to which the Parties do not agree, then either Party will have the right to void the Settlement; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, except that Defendants will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this paragraph. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Representative Service Award or the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement within the meaning of this Agreement.

d. Orders for the preliminary approval of the Settlement, conditional certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with them, are entered and accepted by the Parties hereto on the condition that they may be vacated at either Party's option if the Settlement Agreement is terminated or material terms as defined herein are disapproved in whole or in part by the Court, or by any appellate court and/or other court of review, in which event the Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by any Party, or of the certifiability of a litigation class, as further provided in this Settlement Agreement. In the event that: (i) the Court denies, with prejudice, approval of the Settlement, (ii) the Court's approval of the Settlement is overturned on appeal, (iii) the Judgment does not become final, or (iv) this Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and agree that at either Party's option the Settlement, this Agreement, the Class Member Data, the list of Class Members who objected or excluded themselves (or attempted to do so) from the Settlement, and all documents exchanged and filed in connection with the Settlement shall be treated as privileged mediation communications under Evid. Code §§ 1115, *et seq.*; (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception of this Paragraph, which shall remain effective and enforceable; (c) the parties shall be deemed to have reverted nunc pro tunc to their respective status prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all Orders entered in connection with the Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to any party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in the Actions or any other action, and the parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. The Settlement Agreement, the Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or other statement or report by the Parties or by others concerning the Settlement Agreement, the Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a presumption, concession, or an admission of liability, of the certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made, or otherwise used by any person for any purpose whatsoever, in any trial of the Actions or any other action or proceedings. Plaintiffs, Class Counsel and the Settlement Administrator shall return to counsel for Defendants all copies of Class Member Data and lists and shall not use or disclose the Class Member Data or list of Class Members who objected or excluded themselves from the Settlement, or attempted to do so, for any purpose or in any proceeding.

e. Upon final approval of the Settlement by the Court, the Parties will present to the Court an Order for its approval and entry of Judgment. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Class Counsel from appealing a refusal by the Court to award the full Representative Service Award or the Class Counsel Fees and Expenses Payment sought by them, but not the approval of the Settlement otherwise. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments to Class Members under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

7. **Vacation, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for certiorari, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, as the term "material change" is defined herein, and that court's decision is not completely reversed and the Judgment approving the material terms of this Settlement is not fully affirmed on review by a higher court, then either Plaintiffs or Defendants will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Representative Service Awards or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this Agreement

8. **Establishing the QSF.** Within seven (7) calendar days after the Effective Date, the Settlement Administrator will establish the QSF, which shall be an interest-bearing escrow account at an FDIC-insured institution with at least one branch in California, established by the Administrator for the purpose of administering the payments required by this Settlement. Any interest generated by the QSF shall remain in the account and be drawn upon to make the payments required by this Settlement.

9. **Funding the QSF.** Within fourteen (14) days after the Effective Date, Defendants shall fully fund the QSF with the Gross Settlement Amount, including the employer-side payroll taxes for the portion of the settlement

shares characterized as the Wage Portion. Defendants shall also provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members' Settlement Shares.

10. **Timing of Settlement Payments.** Within seven (7) calendar days after receiving the Gross Settlement Amount, the Settlement Administrator will pay to Class Counsel its Court-approved Litigation Expenses Payment and the Court-approved Attorneys' Fees Payment; to the Plaintiffs, the Representative Service Awards; to the Settlement Administrator, its reasonable fees and expenses; to Participating Class Members, their respective Settlement Shares; and to the LWDA, the PAGA LWDA Award.

11. No Settlement Class Member shall have any claim against Plaintiffs, Class Counsel, Defendants, or the Settlement Administrator based on distributions made substantially in accordance with this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any claim against any Released Party or its counsel relating to distributions made under this Settlement.

12. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Class Settlement Share check within one-hundred and twenty (120) calendar days after it is mailed to the Class Member. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at the correct address. If any Class Member's checks are not cashed within ninety (90) days after the last mailing, the Settlement Administrator will send the Class Member a letter or postcard informing them that unless the checks are cashed in the next thirty (30) days, they will expire and become non-negotiable, and offering to replace the checks if they were lost or misplaced but not cashed. If one or more Class Members fail to cash the check for their Settlement Share within 120 days after they are mailed to their last known address, and if the aggregate funds represented by the uncashed checks total five thousand dollars ($5,000.00) or more, such undistributed funds will be distributed to each Participating Class Member who cashed the check for their Settlement Share, on a pro rata basis based on the Class Member's Settlement Share divided by the sum of all Settlement Shares of Class Members who cashed checks for their Settlement Shares. If the aggregate funds represented by the uncashed checks total less than $5,000.00, they will be donated to Placer County Community Foundation. Pursuant to CCP 384(b), prior to any distribution to the *cy pres* beneficiary the Court must approve the final accounting.

G. **Release and Waiver of Claims.**

1. **Plaintiffs' Release.** In consideration of their Settlement Shares, and the other relevant terms and conditions of the Settlement, Plaintiffs hereby provide a general release of claims for themselves, their spouses, heirs, successors and assigns and forever release, remise, and discharge any and

all claims, charges, complaints, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date the Superior Court grants Preliminary Approval, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statutes, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendants or the renumeration for, or termination of, such employment against Defendants and the Released Parties, their related persons and entities, including but not limited to those raised in the Actions; those released by Class Members as set forth below; and those arising from or related to their employment with Defendants (the "Plaintiffs' Released Claims"). Plaintiffs' Released Claims include all claims, whether known or unknown. Thus, even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of local, state or federal law; all claims for failure to engage in the interactive process and/or to provide reasonable accommodation; all claims of violation of employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for misrepresentation, fraud, fraudulent inducement, detrimental reliance, and other similar claims; all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Plaintiffs and all claims generally relating to Plaintiffs including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

(a) The Civil Rights Act of 1866, 1964, and 1991, as amended;
(b) 42 U.S.C. § 1981;
(c) The California Fair Employment and Housing Act;
(d) Section 503 of the Rehabilitation Act of 1973;
(e) The Fair Labor Standards Act (including Equal Pay Act);
(f) The California and United States Constitutions;
(g) The California Labor Code;
(h) The California Business and Professions Code;

(i) The California Government Code;
(j) The Employee Retirement & Income Security Act, as amended;
(k) The California Family Rights Act;
(l) The Americans With Disabilities Act;
(m) The Family Medical Leave Act;
(n) The California Pregnancy Discrimination Act;
(o) The California Wage Orders;
(p) The National Labor Relations Act;
(q) The Immigration Relations and Control Act;
(r) The California Occupational Safety and Health Act, or the Federal equivalent:
(s) The Worker Adjustment and Retraining Notification Act;
(t) The Age Discrimination in Employment Act of 1967, as amended;
(u) The Older Workers' Benefit Protection Act;
(v) The California Whistleblower Protection Act;
(w) The Fair Credit Reporting Act;
(x) The California Consumer Credit Reporting Agencies Act;
(y) The California Investigative Consumer Reporting Agencies Act; and
(z) The Families First Coronavirus Response Act and similar local, state, and federal laws.

Therefore, because Plaintiffs are granting a general release, they expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

> **A general release does not extend to claims which 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.**
>
> Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Agreement is intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiffs warrant Plaintiffs have read this Agreement, including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Agreement and specifically about the waiver of section 1542, and that Plaintiffs understand this Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enters into

this Agreement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Agreement, and even so Plaintiffs agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiffs relating thereto.

2. **Participating Class Members' 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 Released Class Claims. 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.

3. **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been sought by the California Labor and Workforce Development Agency ("LWDA") for the violations alleged in Plaintiff's letter to the LWDA by way of the PAGA Notice or the operative complaint alleging PAGA for violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802. The PAGA Released Claims are those that accrued during the period from July 11, 2024 through the date the Court's grants preliminary approval of the Settlement.

H. **Miscellaneous Terms.**

1. **Stipulation for Class Certification.** Plaintiffs shall move for, and Defendants will not oppose, conditional certification of the Class as defined herein, including all Class Members for purposes of settlement only, and for appointment of Named Plaintiffs as Class Representatives, and Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of Advocates for Worker Rights, LLP as Class Counsel. The Parties agree that class certification is for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Settlement Agreement, including this Stipulation for Class Certification, shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be

appropriate in any other context in this litigation.

2. **No Admission of Liability.** 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 Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit.

3. **References.** Defendants agree that any request for information or a reference related to Plaintiffs' employment with Defendants will be responded to with only the release Plaintiffs' dates of employment.

4. **No Retaliation**. Defendants Levi Aronson and Aronson Industries, Inc., including its officers, directors, employees, agents, representatives, successors, and assigns (collectively "Releasees"), agree not to retaliate against Plaintiff Jesus Torres Diaz (aka Jose Maria Torres Valdovinos), who was previously identified as a DOE Plaintiff in the Complaint, for filing, participating in, or otherwise pursuing the claims raised in the litigation. This prohibition against retaliation includes, but is not limited to, any adverse action, discrimination, harassment, intimidation, threats, termination, or other conduct that would discourage a reasonable person from engaging in activity protected under California law, including the California Fair Employment and Housing Act ("FEHA"), Cal. Gov. Code § 12900 et seq.

5. **Enforcement.** 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.

6. **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.

7. **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

8. **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.

9. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Actions in abeyance, including outstanding written discovery, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.

10. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

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

12. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

13. **Applicable Law.** All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

14. **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.

15. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arm's length negotiations, taking into account all relevant factors, current and potential.

16. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any

Class Member, such Class Member assumes all responsibility for the payment of such taxes. 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.

17. **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.

18. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

CLASS COUNSEL

Marco A. Palau
Joseph D. Sutton
Eric S. Trabucco
Advocates for Worker Rights LLP
212 9th Street, Suite 314
Oakland, CA 94607
Tel: (510) 269-4200
Fax: (408) 657-4684

DEFENDANTS' COUNSEL

Larry Kazanjian
Palmer Kazanjian Wohl Hodson LLP
2277 Fair Oaks Blvd., Suite 455
Sacramento, CA 95825
Tel: (916) 640-1527

19. **Execution in Counterpart.** 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.

20. **Confidentiality Prior to Preliminary Approval**. Plaintiffs, Class Counsel, Defendants 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; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants 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, any with 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.

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IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 03/12/2026 By JTD
Jesus Torres Diaz (aka Jose Maria Torres Valdovinos and DOE 1)

Dated: 03/12/2026 By FZP
Fernando Zamudio

Aronson Industries, Inc.

Dated: ________________ By: ________________________________

Print Name: ________________________

Dated: ________________ By: ________________________________

Print Name: Levi Aronson

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: ____________________ By______________________________

Jesus Torres Diaz (aka Jose Maria Torres Valdovinos and DOE 1)

Dated: ____________________ By______________________________

Fernando Zamudio

Aronson Industries, Inc.

Dated: 03/13/2026 By: Levi Aronson (Mar 13, 2026 10:30:31 PDT)

Print Name: Levi Aronson

Dated: 03/13/2026 By: Levi Aronson (Mar 13, 2026 10:39:31 PDT)

Print Name: Levi Aronson