

Diaz v. Evans & Son, Inc., et al.
Los Angeles County Superior Court Case No. 23STCV01233

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between the Plaintiff Rosendo Diaz (“Plaintiff”), and the Defendants Evans & Son, Inc. and William S. Evans (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or to one of them individually as “Party.”

1. DEFINITIONS

- 1.1 The “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Evans & Son, Inc. and William S. Evans titled *Rosendo Diaz v. Evans & Son, Inc. et al.*, case number 23STCV01233, initiated on January 19, 2023, and pending in the Superior Court of California, County of Los Angeles.
- 1.2 “Administrator” or “Settlement Administrator”: The Settlement Administrator shall be neutral third-party administrator. Parties have agreed to use Phoenix Class Action Administration Solutions (“Phoenix”).
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees. Parties estimate that the fee will not exceed \$7,000.00.
- 1.4 “Aggrieved Employee” or “PAGA Member” are defined as all currently and former hourly-paid, non-exempt employees of Defendants in the state of California at any time during the PAGA Period. Non-Participating Class Members who are PAGA Members may not opt-out of the PAGA Settlement.
- 1.5 “Class” means: all current and former non-exempt employees employed by Defendants in the State of California between January 19, 2019 through March 2, 2026.
- 1.6 “Class Counsel” The Parties agree to the designation of Jose Garay, APLC as counsel for the Settlement Class for all purposes in this case.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means personally identifying information in Defendants’ possession, including (1) full name; (2) last known home address; (3) last known telephone number (4) social security number; (5) total Workweeks during the Class Period; (6) total Pay Periods during the PAGA Period; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” shall be defined as the period commencing from January 19, 2019 through March 2, 2026.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative. For purposes of this Agreement, the Class Representative is Rosendo Diaz.
- 1.14 “Class Representative Service Payment” means the incentive payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendants”: For the purposes of the Settlement, the term “Defendants” means Evans & Son, Inc. and William S. Evans as named by Plaintiff in the Action.
- 1.17 “Defense Counsel” means the firm of Ballard Rosenberg Golper & Savitt, LLP, acting through attorney Matthew B. Golper, Esq.
- 1.18 “Effective Date” The effective date of the Settlement will be the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon with the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the day after the deadline for filing a notice of appeal and no such appeal being filed; (c) if any timely appeals are filed, the day after the resolution (or withdrawal) of any such appeal in an way that does not alter the terms of the settlement.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$250,000.00, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount is non-reversionary and includes all: (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Service Payment to Plaintiff, and (6) PAGA penalties. The Gross Settlement Amount is exclusive of the employer share of any applicable payroll taxes, which shall be paid by Defendants separately and in addition to the Gross Settlement Amount.

- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of workweeks by that Participating Class Member during the relevant period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties, calculated according to the number of pay periods worked by the Aggrieved Employee during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency.
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the funds available for payments to the Class, which shall be the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (1) Class Counsel’s fees, (2) Class Counsel’s costs; (3) Settlement Administration Costs; (4) Incentive Payment to Plaintiff; and (5) PAGA Penalties to be paid to the LWDA and PAGA Members.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “Operative Complaint” means the First Amended Complaint filed by Plaintiff on June 11, 2024, which included PAGA claims based on the violations alleged in the initial Complaint.
- 1.31 “PAGA Period” shall be defined as the period commencing on January 16, 2022, through March 2, 2026.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 “PAGA Notice” means the written notice sent by Plaintiff to Defendants and the LWDA pursuant to Labor Code section 2699.3, subdivision (a), originally dated January 16, 2023, and the Amended Notice sent on February 2, 2023 (LWDA Case No. LWDA-CM-929698-23).
- 1.34 “PAGA Penalties”: The Parties agree to allocate twenty-five thousand dollars (\$25,000.00) of the Gross Settlement Amount as PAGA Penalties, allocated as 75% to the LWDA and 25% to Aggrieved Employees, in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.36 “Plaintiff” means Rosendo Diaz, the individual named as plaintiff in the Action.
- 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 and Approval of PAGA 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 or precluded as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Evans & Son, Inc. and William S. Evans, and each of their former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, 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 sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objections to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1 On January 19, 2023, Plaintiff commenced this Action by filing a complaint alleging causes of action against Evans & Son, Inc. and William S. Evans for failure to pay minimum and overtime wages, failure to provide meal and rest periods, failure to reimburse expenses, failure to provide accurate wage statements, and unfair business practices. On June 11, 2024, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for the aforementioned violations and adding a claim under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on January 16, 2023, and an Amended PAGA Notice on February 2, 2023 (LWDA Case No. LWDA-CM-929698-23).

- 2.3 On January 16, 2026, the Parties participated in an all-day mediation presided over by Hon. Michael Mandel, which led to this Agreement.
- 2.4 Before mediation, Plaintiff obtained, through informal discovery, payroll and timekeeping records for 109 employees, covering 10,890 workweeks and 4,030 pay periods. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-30 (2008) ("*Dunk/Kullar*").
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent 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 Gross Settlement Amount. The total value of the Settlement is two hundred and fifty thousand dollars (\$250,000.00) ("Gross Settlement Amount"). The Gross Settlement amount is non-reversionary and includes the following: (1) payments to the class; (2) Class Counsel's Fees, (3) Class Counsel's costs, (4) Settlement Administration Costs; (5) Incentive Payment to the Plaintiff; and (6) Payment of PAGA penalties to be paid to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of the employer share of the any applicable payroll taxes. Any such employer-side payroll taxes shall be paid by Defendants separately and in addition to the Gross Settlement Amount.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment of not more than ten thousand dollars (\$10,000.00) to Plaintiff Rosendo Diaz (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. 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. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiff agrees to a full general release of claims and Civil Code section 1542 waiver in consideration of this Incentive Payment.
 - 3.2.2 To Class Counsel: Defendants agree not to oppose Class Counsel's application for an award of attorney's fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$87,500.00, and a Class

Counsel Litigation Expenses Payment of not more than \$16,000.00. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's 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 Litigation 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 Defendants harmless, and indemnifies Defendants, 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 \$7,000.00, except for a showing of good cause and as approved by the Court. To the extent that the Administration Expenses are less or that the Court approves payment of less than \$7,000.00, then the excess shall become part of the "Net Settlement Amount" to be paid to Participating Class Members and Aggrieved Employees.

3.2.4 *To Each Participating Class Member:* All Class Members who do not timely opt out of the Settlement ("Participating Class Members") shall receive payment from the Net Settlement amount. The amount that each Participating Class Member will be eligible to receive from the Settlement will be calculated by the Administrator by (a) dividing each Participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members and (b) multiplying the resulting fraction by the Net Settlement Amount. Determination of Workweeks shall be based on Defendants' records.

3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (40%) and penalties (40%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. The Settlement Administrator will be responsible for issuing a form W2 for the amounts deemed wages and the IRS 1099 Form for the amounts deemed penalties and interest. 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 Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 are to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments on a pro rata basis, based on the total number of Pay Periods (full or partial) worked by each PAGA Member during the PAGA Period.

3.2.5.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendants at any time during the PAGA Period, based on their proportional number of pay periods during the PAGA Period. The Administrator will calculate each Individual PAGA Payment on a pro rata basis based on an Aggrieved Employee's individual pay periods during the PAGA Period in relation to the total pay periods by all Aggrieved Employees during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on an IRS 1099 Form.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Size Estimates. Based on a review of its records through October 11, 2025, Defendants estimate there were 109 Class Members who collectively worked a total of 10,890 Workweeks, and 109 Aggrieved Employees who worked a total of 4,030 PAGA Pay Periods.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator by the later of either (a) July 16, 2027 (18 months from the date of mediation), or (b) 30 days after the deadline for filing any appeal from the judgment entered in connection with the Court's order granting final approval of settlement.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments

- 4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees 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 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees 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.
- 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members or Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven 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 or Aggrieved Employees 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.
- 4.3.3 For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Participating Settlement Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES AND PRECLUSION OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 *Plaintiff's Release:* Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been,

alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of Civil Code section 1542, 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 release party.

5.2 Release by Participating Class Members: Upon remittance of the Gross Settlement Amount by Defendant Evans & Son, Inc. to the Settlement Administrator, Participating Class Members will fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action, including the following claims: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and/or pay meal period premiums; (4) failure to provide rest periods and/or pay rest period premiums; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay wages timely during employment; (8) failure to pay all wages due upon separation of employment; (9) violation of Business and Professions Code sections 17200, et seq., and (10) Enforcement of Labor Code section 2698 et seq., as well as any claims that could have been premised on the claims, causes of action, or legal theories of relief described above or any of claims, causes of action, or legal theories of relief pleaded in the operative complaint (collectively, the "Released Class Claims"). This release shall apply to the claims during the class period.

5.3 Release of PAGA Claims by Aggrieved Employees: Upon remittance of the Gross Settlement Amount by Defendant Evans & Son, Inc. to the Settlement Administrator, Plaintiff, the LWDA, and the State of California release the Released Parties of, and from, any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the operative Complaint in this action or any PAGA notice submitted by Plaintiff to the LWDA, arising during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL

Upon full execution of this Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a class action settlement within 30 calendar days and will share

their draft for comments by Defense Counsel with reasonable notice before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion.

- 6.1 *Plaintiff's Responsibilities.* Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (1) 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); (2) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (3) a draft proposed Class Notice, Objection Form, and Exclusion Form; (4) 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 Plaintiff, Class Counsel or Defense Counsel; (5) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (6) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2))); (7) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (8) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 *Responsibilities of Counsel.* Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3 *Responsibility of Defense Counsel.* No later than fourteen (14) calendar days after the date on which the Court enters an order granting preliminary approval of the Settlement, Defense counsel shall provide the Settlement Administrator with the Class Data. Defendants shall provide the Settlement Administrator with a Microsoft Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number (4) social security number; (5) total Workweeks during the Class Period; (6) total Pay Periods during the PAGA Period; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term of the Settlement, and if Defendants materially fail to comply, Plaintiff shall have the right to void the Settlement.
- 6.4 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in

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

7. SETTLEMENT ADMINISTRATION

7.1 *Selection of Administrator.* The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and have verified that, as a condition of appointment, Phoenix 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 Not later than 15 days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or other similar form. 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 effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than seven (7) days after receiving the Class Data following preliminary approval, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the total dollar amount of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of workweeks and/or pay periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change

of Address database and perform a skip trace using Accurint or a similar skip trace process.

- 7.4.3 Not later than five (5) court 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/pay periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (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, Defendants, 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 confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, then such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is 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 or use the Request for Exclusion Form (Exhibit B) not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the 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. Class Members may also use the provided form.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified by 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, then 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. As such, they are entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 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 class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for and will receive an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks/Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of workweeks/pay period allocated to the Class Member/Aggrieved Employee in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member or Aggrieved Employee to submit supporting documentation. In the absence of any convincing contrary documentation, the Administrator is entitled to presume that the number of workweeks and/or pay periods contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination 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 of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail, or by using the Objection Form. (Exhibit C). 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 sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) 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 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 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 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (and indicate whether each Request for Exclusion is valid or invalid).

7.8.3 *Weekly Reports.* The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that 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/pay periods received or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports will provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 *Workweek/Pay Period Challenges.* The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of qualifying workweeks/pay periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 *Administrator’s Declaration.* Not later than fourteen (14) days before the date by which Plaintiff is 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 (indicating which are valid or invalid),

and the number of written objections, and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties 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 ten (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 made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. ESCALATOR CLAUSE

The Gross Settlement Amount is based on Defendants' representation that as of October 11, 2025, the Class Members worked a total of 10,890 Workweeks during the Class Period. If the actual number of Workweeks as of October 11, 2025, is greater than 10% of this estimate, then Defendants have the option to either (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of Workweeks as of October 11, 2025, Defendants agree to increase the Gross Settlement Amount by 1%), or (2) elect to end the Class Period on an earlier date in order to limit the Workweeks to 10% more than the estimate provided as of October 11, 2025, in lieu of paying any increase to the Gross Settlement Amount.

9. DEFENDANTS' RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may, in their discretion, elect to withdraw from the Settlement, subject to paying any Settlement Administration expenses incurred to date. Defendants shall meet and confer with Plaintiff's Counsel before withdrawing from the Settlement pursuant to this provision.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file with the Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously confer, 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. Any decision by the Court to award less than the amounts requested for the Class Representative Service Payments, for Class Counsel Fees Payment, for Class Counsel Litigation Expenses Payment, or for 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 (1) enforcing this Agreement and Judgment, (2) addressing settlement administration matters, and (3) 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. This waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, then 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 voidable at Defendants' option. If a reviewing Court vacates, reverses or modifies the Judgment in a matter that requires a material modification of this Agreement, the Parties shall 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

Defendants that any allegation in the Operative Complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the 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. Plaintiff, 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, 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) 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, 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 Undue Publicity. Neither Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X, or any other social media. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendants' approval, which shall not be unreasonably withheld. This provision does not apply to any publications ordered by the Court.
- 12.4 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.

- 12.5 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.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 12.7 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 or the Court for resolution.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class

Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, any statute, or any rule of the California Rules of Court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy any paper and electronic versions of Class Data in their possession unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Jose R. Garay (SBN: 200494)
jose@garaylaw.com
JOSE GARAY, APLC
249 E. Ocean Blvd., #814
Long Beach, CA 90802
Telephone: (949) 208-3400
Facsimile: (562) 590-8400

Attorneys for Plaintiff ROSENDO DIAZ

To Defendant:

Matthew B. Golper (SBN:275979)
mgolper@brgslaw.com
Benjamin B. Russell (SBN:272697)
brussell@brgslaw.com
BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Boulevard, 18th Floor
Encino, CA 91436
Telephone: (818) 508-3700

Attorneys for Defendants EVANS & SON, INC.

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.

12.20 *Stay of Litigation.* The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Agreed to as of 06/9/2026, 2026

FOR PLAINTIFF AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

DATED: 06 / 10 / 2026

Rosendo Diaz

Plaintiff Rosendo Diaz

DATED: _____

for Defendants Evans & Son, Inc. and
Williams S. Evans

Name: _____

Title: _____

APPROVED AS TO FORM

JOSE GARAY, APLC

DATED: 06 / 08 / 2026



Jose R. Garay, Esq.
Attorney for Plaintiff

**BALLARD ROSENBERG GOLPER &
SAVITT, LLP**

DATED: _____

Matthew B. Golper, Esq.

12.19 *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.

12.20 *Stay of Litigation.* The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Agreed to as of _____, 2026

FOR PLAINTIFF AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

DATED: _____

Plaintiff Rosendo Diaz

DATED: Jun 26, 2026

Jocelyn Evans

for Defendants Evans & Son, Inc. and
Williams S. Evans

Name: Jocelyn Evans

Title: President

APPROVED AS TO FORM

JOSE GARAY, APLC

DATED: _____

Jose R. Garay, Esq.
Attorney for Plaintiff

**BALLARD ROSENBERG GOLPER &
SAVITT, LLP**

DATED: June 26, 2026

Matthew B. Golper

Matthew B. Golper, Esq.
Attorneys for Defendant