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and all others similarly situated and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

CARMEN CATALINA ROLDAN as an
individual and on behalf of all others similarly
situated and aggrieved,

Plaintiff,

v.

NARDO HOLDINGS, LLC., a California limited
liability company; SPYGLASS HEALTHCARE
LLC, a California limited liability company;
BELMONT HEIGHTS HEALTHCARE
CENTER LLC., a California limited liability
company; BRIDGEWOOD POST ACUTE LLC,
a California limited liability company;
CEDARWOOD POST ACUTE LLC, a
California limited liability company; CAPITAL
POST ACUTE LLC, a California limited liability
company; HILLVIEW HEALTHCARE
CENTER LLC, a California limited liability
company; RYAN MCCORMACK, an
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25-CIV-06308

[Assigned for all purposes to Hon. David
A. Silberman in Dept. 11]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: August 20, 2025
Trial Date: None Set

This Class and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made by and between plaintiff CARMEN CATALINA ROLDAN (“Plaintiff”) and NARDO HOLDINGS, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Carmen Catalina Roldan v. Nardo Holdings, LLC. et al.*, Case No. 25-CIV-06308, initiated on August 20, 2025, pending in Superior Court of the State of California, County of San Mateo.

1.2. “Administrator” means Apex Class Action, LLC (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the “Gross Settlement Amount” to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

1.5. “Class” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)

1 last known telephone number(s); (4) last known Social Security Number(s); and (5) number of
2 Workweeks and PAGA Pay Periods worked. In calculating PAGA Pay Periods and consequently
3 Workweeks, Defendant shall rely on the number of paychecks including regular hours issued to
4 given Class Members during the Class Period.

5 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
6 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
7 Class Member who qualifies as an Aggrieved Employee).

8 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
9 current Class Member mailing addresses using all reasonably available sources, methods and
10 means including, but not limited to, the National Change of Address database, skip traces, and
11 direct contact by the Administrator with Class Members.

12 1.11. “Class Notice” means the NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
13 AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English
14 and Spanish in the form, without material variation, attached as Exhibit A and incorporated by
15 reference into this Agreement.

16 1.12. “Class Period” means the period from August 1, 2024, through June 5, 2026.

17 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action
18 seeking Court approval to serve as a Class Representative.

19 1.14. “Class Representative Service Payment” means the payment to the Class Representative
20 for initiating the Action and providing services in support of the Action.

21 1.15. “Court” means the Superior Court of California, County of San Mateo.

22 1.16. “Defendant” means named Defendant NARDO HOLDINGS, LLC.

23 1.17. “Defense Counsel” means José-Manuel A. de Castro, David G. Larmore and Lori V.
24 Minassian of De Castro Law Group, P.C.

25 1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
26 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
27 latest of the following occurrences: (a) if no Participating Class Member objects to the
28 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members

objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$250,000.00 (Two Hundred Fifty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The “Gross Settlement Amount” will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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 worked during the Class Period.

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

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

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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1 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
3 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
4 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
5 paid to Participating Class Members as Individual Class Payments.

6 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
7 Settlement by sending the Administrator a valid and timely Request for Exclusion.

8 1.30. “Operative Complaint” means the First Amended Complaint filed in the Action on
9 August 20, 2026.

10 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
11 for Defendant for at least one day during the PAGA Period, based on paychecks reflecting regular
12 work hours issued to each Aggrieved Employee during the PAGA Period.

13 1.32. “PAGA Period” means the period from August 1, 2024, through the end of the Class
14 Period.

15 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

16 1.34. “PAGA Notice” means Plaintiff’s August 18, 2025, letter to Defendant and the LWDA,
17 providing notice pursuant to Labor Code section 2699.3 subd. (a).

18 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
19 Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$8,750.00) and the 65%
20 to the LWDA (\$16,250.00) in settlement of PAGA claims.

21 1.36. “Participating Class Member” means a Class Member who does not submit a valid and
22 timely Request for Exclusion from the Settlement.

23 1.37. “Plaintiff” means Carmen Catalina Roldan, the named plaintiff in the Action.

24 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
25 Settlement.

26 1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
27 and Approval of PAGA Settlement.

1 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2
2 below.

3 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3
4 below.

5 1.42. “Released Parties” means Defendant, as well as Defendant’s present and former owners,
6 officers, shareholders, directors, agents, members, managers, employees, attorneys, insurers,
7 parent companies, successors, affiliates, subsidiaries, and assigns.

8 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
9 excluded from the Class Settlement signed by the Class Member.

10 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
11 Class Members and Aggrieved Employees and shall be the last date on which Class Members
12 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
13 Settlement. Class Members to whom Notice Packets are resent after having been returned
14 undeliverable to the Administrator shall have an additional 15 days beyond the Response
15 Deadline has expired.

16 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
17 Judgment.

18 1.46. “Workweek” means any week a Class Member worked for Defendant during the Class
19 Period, which shall be determined on the basis of number of pay checks reflecting payment of
20 wages associated with a positive number of regular hours worked in said pay period issued to
21 said Class Member during the Class Period times 1.65 (representing the estimated average
22 number of Workweeks worked per pay period worked).

23 **2. RECITALS**

24 2.1. On August 18, 2025, Plaintiff filed with the LWDA and served on Defendant a notice
25 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to
26 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
27 (“PAGA Notice”).

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2.2. On August 20, 2025, Plaintiff commenced this Action by filing a complaint against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition (the “Class Action”).

2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) anonymous pay data for Class Members between August 16, 2024 and December 19, 2025; (b) wage and hour policy documents; and (c) all documents pertaining to Plaintiff available to Defendant.

2.5. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. On February 27, 2026, the Parties participated in an all-day mediation presided over by Allison C. Eckstrom, Esquire. The mediation was successful, and the Parties agreed to globally resolve all of Plaintiff’s class and PAGA claims.

2.7. As part of this Agreement, the Parties further agree to stipulate to Plaintiff filing a First Amended Complaint in the Class Action adding Plaintiff’s PAGA claims. The First Amended Complaint shall be the Operative Complaint in Action. If the Court does not grant final approval of this Settlement, Plaintiff shall be permitted to file the PAGA Action separately without prejudice, and such refiling shall relate back to the original filing date of the PAGA Action.

2.8. On August 20, 2026, Plaintiff filed the First Amended Complaint.

2.9. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$250,000.00 as the Gross Settlement Amount, unless increased

pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire “Gross Settlement Amount” without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more than \$10,000.00 to Plaintiff, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff are entitled to receive as Participating Class Members. Defendant will not oppose Plaintiff’s 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 Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment for 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.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$87,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class

1 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
2 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
3 than the amounts requested, the Administrator will allocate the remainder to the Net
4 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
5 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees
6 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
7 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
8 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
9 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
10 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
11 or controversy regarding any division or sharing of any of these Payments. There will
12 be no additional charge of any kind to either the Settlement Class Members or request
13 for additional consideration from Defendant for such work unless, Defendant materially
14 breaches this Agreement, including any term regarding funding, and further efforts are
15 necessary from Class Counsel to remedy said breach, including, without limitation,
16 moving the Court to enforce the Agreement.

17 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
18 \$6,990.00 except for a showing of good cause and as approved by the Court. To the
19 extent the Administration Expenses are less, or the Court approves payment less than
20 \$6,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

21 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
22 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
23 all Participating Class Members during the Class Period and (b) multiplying the result
24 by each Participating Class Member's Workweeks.

25 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating
26 Class Member's Individual Class Payment will be allocated to settlement of
27 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
28 withholding and will be reported on an IRS W-2 Form. The 90% of each

1 Participating Class Member's Individual Class Payment will be allocated to
2 settlement of claims for interest (45%) and penalties (45%) (the "Non-Wage
3 Portion"). The Non-Wage Portions are not subject to wage withholdings and
4 will be reported on IRS 1099 Forms. Participating Class Members assume full
5 responsibility and liability for any employee taxes owed on their Individual
6 Class Payment.

7 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
8 Class Payments. Non-Participating Class Members will not receive any
9 Individual Class Payments. The Administrator will retain amounts equal to
10 their Individual Class Payments in the Net Settlement Amount for distribution
11 to Participating Class Members on a pro rata basis.

12 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
13 \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00)
14 allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual
15 PAGA Payments.

16 3.2.5.1. The Administrator will calculate each Individual PAGA
17 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share
18 of PAGA Penalties, \$8,750.00, by the total number of PAGA Period Pay
19 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
20 multiplying the result by each Aggrieved Employee's PAGA Period Pay
21 Periods. Aggrieved Employees assume full responsibility and liability for any
22 taxes owed on their Individual PAGA Payment.

23 3.2.5.2. If the Court approves PAGA Penalties of less than the
24 amount requested, the Administrator will allocate the remainder to the Net
25 Settlement Amount. The Administrator will report on the Individual PAGA
26 Payments on IRS 1099 Forms.

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1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
3 to date, Defendant estimates there are 185 Class Members who collectively worked a total of
4 7,633 Workweeks, and 183 Aggrieved Employees who worked a total of 3,633 PAGA Pay
5 Periods.

6 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
7 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft
8 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain
9 the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no
10 other purpose, and restrict access to the Class Data to Administrator employees who need access
11 to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty
12 to immediately notify Class Counsel if it discovers that the Class Data omitted class member
13 identifying information and to provide corrected or updated Class Data as soon as reasonably
14 feasible. Without any extension of the deadline by which Defendant must send the Class Data
15 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good
16 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

17 4.3. Funding of Gross Settlement Amount. Defendant shall have sixty (60) calendar days to
18 fully fund the Gross Settlement Amount after entry of judgment on final approval of the
19 settlement (assuming there are no objections, appeals, etc.) including Defendant's share of taxes
20 owed on the wages portion of the settlement, which shall be calculated by the Class Settlement
21 Administrator to be selected and agreed upon by the Parties.

22 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
23 Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the
24 Individual Class Payments, the Administrator will mail checks for all Individual Class Payments,
25 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
26 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
27 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
28 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment

1 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
2 Payments.

3 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class U.S.
5 Mail, postage prepaid. The face of each check shall prominently state the date (not less
6 than 180 days after the date of mailing) when the check will be voided. The
7 Administrator will cancel all checks not cashed by the void date. The Administrator
8 will send checks for Individual Settlement Payments to all Participating Class Members
9 (including those for whom Class Notice was returned undelivered). The Administrator
10 will send checks for Individual PAGA Payments to all Aggrieved Employees including
11 Non-Participating Class Members who qualify as Aggrieved Employees (including
12 those for whom Class Notice was returned undelivered). The Administrator may send
13 Participating Class Members a single check combining the Individual Class Payment
14 and the Individual PAGA Payment. Before mailing any checks, the Settlement
15 Administrator must update the recipients' mailing addresses using the National Change
16 of Address Database.

17 4.4.2. The Administrator must conduct a Class Member Address Search for all other
18 Class Members whose checks are returned undelivered without USPS forwarding
19 address. Within 7 days of receiving a returned check the Administrator must re-mail
20 checks to the USPS forwarding address provided or to an address ascertained through
21 the Class Member Address Search. The Administrator need not take further steps to
22 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
23 The Administrator shall promptly send a replacement check to any Class Member whose
24 original check was lost or misplaced, requested by the Class Member prior to the void
25 date.

26 4.4.3. For any Class Member whose Individual Class Payment check or Individual
27 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
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1 shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
2 at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104.

3 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Defendant to confer any additional benefits or make any additional
5 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
6 specified in this Agreement.

7 **5. RELEASE OF CLAIMS**

8 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
9 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
11 Participating Class Members, and Aggrieved Employees will release claims against all Released
12 Parties as follows:

13 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
15 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
16 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
17 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
18 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
19 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
20 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
21 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
22 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
23 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
24 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
25 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

26 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
27 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
28

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or that reasonably could have been alleged based upon the facts asserted in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or that reasonably could have been alleged based upon the facts asserted in the Operative Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Declarations in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the *cy pres* recipient, Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104. Defendant will also prepare

1 and deliver to Class Counsel no later than sixteen court days prior to the date of a noticed hearing
2 on a motion for preliminary approval of the settlement reflected in this Agreement, a signed
3 declaration from Defendant, or Defendant's data analyst, attesting to the number of Workweeks
4 and PAGA Pay Periods attributed to each Class Member and Aggrieved Employee, respectively,
5 and the method by which the number of Workweeks and Pay Periods were determined for each
6 Class Member, each Aggrieved Employee, and all Class Members and Aggrieved Employees in
7 the aggregate.

8 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
9 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
10 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
11 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
12 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
13 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
14 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
15 to its willingness to serve; competency; operative procedures for protecting the security of Class
16 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
17 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
18 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
19 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
20 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
21 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
22 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
23 documents (initial notice of violations (Labor Code section 2699.3, subd. (a), Operative
24 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
25 subd. (l)(2); and (vi) all facts relevant to any actual or potential conflict of interest with Class
26 Members and the Administrator.

27 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
28 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full

1 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
2 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
3 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
4 Administrator.

5 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
8 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
9 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
10 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
11 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
12 Court's concerns.

13 7. SETTLEMENT ADMINISTRATION

14 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
15 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
16 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
17 payment of Administration Expenses. The Parties and their Counsel represent that they have no
18 interest or relationship, financial or otherwise, with the Administrator other than a professional
19 relationship arising out of prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
21 Identification Number for purposes of calculating payroll tax withholdings and providing reports
22 state and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
24 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
25 468B-1.

26 7.4. Notice to Class Members

27 7.4.1. No later than three (3) business days after receipt of the Class Data, the
28 Administrator shall notify Class Counsel that the list has been received and state the

number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

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

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as

1 other Class Members, and the Administrator will send, via email or overnight delivery,
2 a Class Notice requiring them to exercise options under this Agreement not later than
3 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
4 ever are later.

5 **7.5. Requests for Exclusion (Opt-Outs).**

6 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
7 must send the Administrator, by mail, a signed written Request for Exclusion not later
8 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
9 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
10 from a Class Member or his/her representative that reasonably communicates the Class
11 Member's election to be excluded from the Settlement and includes the Class Member's
12 name, address, and email address or telephone number. To be valid, a Request for
13 Exclusion must be timely postmarked by the Response Deadline.

14 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
15 fails to contain all the information specified in the Class Notice. The Administrator
16 shall accept any Request for Exclusion as valid if the Administrator can reasonably
17 ascertain the identity of the person as a Class Member and the Class Member's desire
18 to be excluded. The Administrator's determination shall be final and not appealable or
19 otherwise susceptible to challenge. If the Administrator has reason to question the
20 authenticity of a Request for Exclusion, the Administrator may demand additional proof
21 of the Class Member's identity. The Administrator's determination of authenticity shall
22 be final and not appealable or otherwise susceptible to challenge.

23 7.5.3. Every Class Member who does not submit a timely and valid Request for
24 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
25 to all benefits and bound by all terms and conditions of the Settlement, including the
26 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
27 regardless whether the Participating Class Member actually receives the Class Notice
28 or objects to the Settlement.

1 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or
3 have the right to object to the class action components of the Settlement. Because future
4 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
5 Participating Class Members who are Aggrieved Employees are deemed to release the
6 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual
7 PAGA Payment.

8 7.5.5. If the number of valid Requests for Exclusion exceeds 10% of the total of all Class
9 Members, Defendant may, but is not obligated, elect to withdraw from the settlement
10 reflected in this Agreement. The Parties agree that, if Defendant withdraws, this
11 Agreement shall be void ab initio, have no force or effect whatsoever, and that neither
12 Party will have any further obligation to perform under this Agreement; provided,
13 however, Defendant will remain responsible for paying all Settlement Administration
14 Expenses incurred prior to Defendant's withdrawal. Defendant must notify Class
15 Counsel and the Court of its election to withdraw not later than seven days after the
16 Administrator notifies Defendant of the Administrator's receipt of a valid and timely
17 Request for Exclusion that causes the total number of such requests received by the
18 Administrator to exceed 10% of the total of all Class Members.

19 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
20 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
21 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
22 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
23 the allocation by communicating with the Administrator via mail. The Administrator must
24 encourage the challenging Class Member to submit supporting documentation. In the absence
25 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
26 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
27 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
28 Periods shall be final and not appealable or otherwise susceptible to challenge. The

1 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
2 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
3 the challenges.

4 7.7. Objections to Settlement

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

9 7.7.2. Participating Class Members may send written objections to the Administrator, by
10 mail. In the alternative, Participating Class Members may appear in Court (or hire an
11 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
12 A Participating Class Member who elects to send a written objection to the
13 Administrator must do so not later than 45 days after the Administrator's mailing of the
14 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
15 mailed).

16 7.7.3. Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

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

20 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
21 and use an internet website to post information of interest to Class Members including
22 the date, time and location for the Final Approval Hearing and copies of the Settlement
23 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
24 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
25 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
26 the Final Approval and the Judgment. The Administrator will also maintain and monitor
27 an email address and a toll-free telephone number to receive Class Member calls and
28 emails.

1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
3 Not later than 5 days after the expiration of the deadline for submitting Requests for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
5 containing (a) the names and other identifying information of Class Members who have
6 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
7 other identifying information of Class Members who have submitted invalid Requests
8 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
9 (whether valid or invalid).

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

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

23 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
24 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
25 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
26 due diligence and compliance with all of its obligations under this Agreement,
27 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
28 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total

number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates there are 185 Class Members who collectively worked a total of 7,633 Workweeks, and 183 Aggrieved Employees who worked a total of 3,633 PAGA Pay Periods.

8.1. Increase in Workweeks. Defendant estimates that there will be 7,633 employee Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks during the Class Period ends up being more than 10% greater than 7,633, i.e. more than or 8,396 Workweeks, then, at Defendant's election, either: (a) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 8,396 multiplied by the Workweek Value; or (b) the ending date of the Class Period shall be modified to an earlier date as of which the number of employee Workweeks worked during the Class Period does not exceed 8,396. For the purposes of any increase in the Gross Settlement Amount pursuant to the former such election, the Workweek Value shall be calculated by dividing the Gross Settlement Amount by 7,633. The Parties agree that the Workweek Value amounts to approximately \$32.75 per Workweek ($\$250,000.00 / 7,633$ Workweeks). Thus, for example, should there be 9,000 Workweeks in the Class Period (and Defendant does not elect to end the Class Period as of an

earlier date by which the number of employee Workweeks worked during the Class Period does not exceed 8,396), then the Gross Settlement Amount shall be increased by \$19,782.52 $([9,000 \text{ Workweeks} - 8,396 \text{ Workweeks}] \times \$250,000.00 / 7,633 \text{ Workweeks})$. Defendant's option to end the Class Period on an earlier date expires on the date of the first set hearing on Plaintiff's Motion for Preliminary Approval.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

1 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
2 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
3 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
4 respective counsel, and all Participating Class Members who did not object to the Settlement as
5 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
6 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
7 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
8 of the right to oppose such motions, writs or appeals. If an objector appeals to the Judgment, the
9 Parties' obligations to perform under this Agreement will be suspended until such time as the
10 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
11 the amount of the Net Settlement Amount.

12 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
13 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
14 modification of this Agreement (including, but not limited to, the scope of release to be granted
15 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
16 expeditiously work together in good faith to address the appellate court's concerns and to obtain
17 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
18 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
19 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
20 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
21 as long as the "Gross Settlement Amount" remains unchanged

22 **10. AMENDED JUDGMENT**

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

25 **11. ADDITIONAL PROVISIONS**

26 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
27 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended or should be construed as an admission by Defendant that

1 any of the allegations in the Operative Complaint have merit or that Defendant have any liability
2 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
3 Defendant's defenses in the Action have merit. The Parties agree that class certification and
4 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
5 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
6 contest certification of any class for any reasons, and Defendant reserves all available defenses
7 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any
8 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
9 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
10 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
11 and this Agreement).

12 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
13 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
14 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
15 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
16 or indirectly, specifically or generally, to any person, corporation, association, government
17 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
18 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
19 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
20 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
21 government agency. Each Party agrees to immediately notify each other Party of any judicial or
22 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
23 Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any
24 conversation or other communication, before the filing of the Motion for Preliminary Approval,
25 any with third party regarding this Agreement or the matters giving rise to this Agreement except
26 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
27 restrict Class Counsel's communications with Class Members in accordance with Class
28 Counsel's ethical obligations owed to Class Members.

1 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
3 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
4 ability to communicate with Class Members in accordance with Class Counsel's ethical
5 obligations owed to Class Members.

6 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties
8 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
9 inducements made to or by any Party.

10 11.5. Advice of Counsel. The Parties to this Agreement are represented by competent counsel,
11 and they have had an opportunity to consult with counsel prior to its execution. The Parties to
12 this Agreement agree that it reflects their good faith compromise of the claims raised in the
13 Action, based upon their assessment of the mutual risks and costs of further litigation and the
14 assessments of their respective counsel.

15 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents reasonably required to effectuate the terms of this
19 Agreement including any amendments to this Agreement.

20 11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

11.12. 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.

11.13. 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

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

11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the

Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

11.16. 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.

11.17. 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.

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

11.19. 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. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

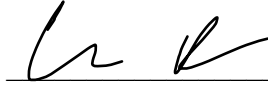
11.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IT IS SO AGREED:

DATE: 09/08/2026

DATE: 9/9/2026



Plaintiff, CARMEN CATALINA ROLDAN

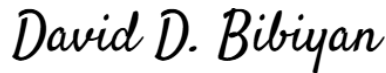


For Defendant, NARDO HOLDINGS, LLC

AGREED AS TO FORM ONLY:

DATE: 09/08/2026

DATE: 9/9/2026



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff, CARMEN CATALINA
ROLDAN

Jose-Manuel A. de
Castro

Digitally signed by Jose-Manuel
A. de Castro
Date: 2026.09.09 17:09:28 -07'00'

José-Manuel A. de Castro
David G. Larmore
Lori V. Minassian
Counsel for Defendant, NARDO
HOLDINGS, LLC

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Carmen Catalina Roldan v. Nardo Holdings, LLC, et al.
(County of San Mateo, California Superior Court Case No. 25-CIV-06308)

As a current or former non-exempt, hourly-paid California employee of Nardo Holdings, LLC, either directly or through any subsidiary, staffing agency, or professional employer organization, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Defendant Nardo Holdings, LLC (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from August 1, 2024, through June 5, 2026 (“Class Period”) in the State of California.

- The settlement is to resolve a class action lawsuit, *Carmen Catalina Roldan v. Nardo Holdings, LLC et. al*, pending in the Superior Court of California for the County of San Mateo, Case Number 25-CIV-06308 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On [REDACTED], the San Mateo County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement as to class claims, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the claims asserted on behalf of the class claims that would otherwise be released by the settlement. If you worked at any time during the period from August 1, 2024 through the end of the Class Period (“PAGA Period”) as a non-exempt hourly paid employee of Defendant, either directly or through any subsidiary, staffing agency or professional employer

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

	organization, as well, and you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action, LLC (“Apex”) about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 11 of the San Mateo County Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] in the Central Courthouse of the San Mateo County Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401, in Department 11. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendants as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Carmen Catalina Roldan was an hourly-paid, non-exempt employee of Defendant. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$250,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$6,990.00; (2) a service award of up to \$10,000.00 to Plaintiff for her time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$87,500.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$25,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$16,250.00, will be paid to the LWDA and thirty-five percent (35%), or \$8,750.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant estimates that there will be 7,633 employee Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks during the Class Period ends up being more than 10% greater than 7,633, i.e. more than or 8,396 Workweeks, then, at Defendant's election, either: (a) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 8,396 multiplied by the Workweek Value; or (b) the ending date of the Class Period shall be modified to an earlier date as of which the number of employee Workweeks worked during the Class Period does not exceed 8,396. For the purposes of any increase in the Gross Settlement Amount pursuant to the former such election, the Workweek Value shall be calculated by dividing the Gross Settlement Amount by 7,633. The Parties agree that the Workweek Value amounts to approximately \$32.75 per Workweek ($\$250,000.00 / 7,633$ Workweeks). Thus, for example, should there be 9,000 Workweeks in the Class Period (and Defendant does not elect to end the Class Period as of an earlier date by which the number of employee Workweeks worked during the Class Period does not exceed 8,396), then the Gross Settlement Amount shall be increased by \$19,782.52 ($[9,000 \text{ Workweeks} - 8,396 \text{ Workweeks}] \times \$250,000.00 / 7,633 \text{ Workweeks}$). Defendant's option to end the Class Period on an earlier date expires on the date of the first set hearing on Plaintiff's Motion for Preliminary Approval.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Workweeks worked by Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Class Member's Eligible Workweeks. Otherwise stated, the formula for a Class Member is: $(\text{Net Settlement Amount} \div \text{total Settlement Class Eligible Workweeks}) \times \text{Class Member's Eligible Workweeks}$. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a *pro rata* share of the \$8,750.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [REDACTED] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [REDACTED] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [REDACTED] and your estimated payment as an Aggrieved Employee would be [REDACTED]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [REDACTED]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 10% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 90% will be allocated as penalties (45%) and interest (45%) reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Class Released Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Class Released Claims”).

PAGA Released Claims: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (“PAGA Released Claims”).

“Released Parties” means Defendant, and each of its owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, and assigns.

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Apex Class Action, LLC
18 Technology Drive, Suite 154
Irvine, CA 92618

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than **[RESPONSE DEADLINE]**.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection should include your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in the Department 11 of the San Mateo County Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://sanmateo.courts.ca.gov/online-services/hearingscourtroom-listing>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at 1-800-355-0700 or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at <https://apexclassaction.com/> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 11 of the San Mateo County Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://sanmateo.courts.ca.gov/online-services/information-accessing-your-case-online>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700