

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiff Enrique Gonzales individually and on behalf of all other similarly situated persons, and Defendant Acme Press, Inc. d/b/a Calitho (“Acme” or “Defendant”), subject to the approval of the Court, in order to resolve the action in Contra Costa County Superior Court, Case No. C25-02560. Plaintiff and Defendant are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Action” means the lawsuit filed by Plaintiff in Contra Costa County Superior Court on September 5, 2025 Case No. C25-02560.

b. “Aggrieved Employees” means all non-exempt employees who worked for Defendant in California in the Press or Pressroom Department and were subject to an alternative workweek schedule during the PAGA Period.

c. The “Class” means all non-exempt employees who worked for Defendant in California in the Press or Pressroom Department and were subject to an alternative workweek schedule during the Class Period.

d. “Class Counsel” means Lyfe Law, LLP.

e. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall not exceed \$15,000.00 and which will include their pre-filing investigation, their filing of the Action and all related litigation activities, translation of the Settlement Agreement and Settlement Notices, and all post-Settlement compliance procedures. Class Counsel’s Costs do not include Settlement Administrator Costs.

f. “Class List” means a secure electronic database containing a list of Settlement Class Members that Defendant will compile from its records. The Class List shall include to the extent available in Defendant’s electronic business records: each Settlement Class Members’: (1) full name; (2) last known mailing address; (3) Social Security number or tax ID number; (4) the total number of work weeks that each Settlement Class Member worked in the state of California during the Class Period; and (5) and the total number of pay periods that Aggrieved Employees worked in the state of California during the PAGA Period. The total number of work weeks or pay periods may be determined by reference to weeks worked as reflected in timekeeping, payroll, and/or other records.

g. “Class Period” means September 5, 2021, through the date of Preliminary Approval.

h. “Court” means the Superior Court for Contra Costa County, where the Actions are currently pending, and where the Parties mutually agree to seek approval of this Settlement.

- i. “Defendant” means Acme Press, Inc. d/b/a Calitho.
- j. “Defendant’s Counsel” means Littler Mendelson PC.
- k. “Effective Date” means the date on which an order approving the settlement and its entry of judgment become Final.
- l. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiff and the Settlement Class in the Action. Class Counsel will not seek more than \$32,375.00, or thirty-five percent (35%) of the Gross Settlement Amount, as their Fee Award.
- m. “Final” means the latest of: (a) the day after the last date by which a notice of appeal, writ or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (i.e., 61 days from the date of entry of the Judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and Judgment, the day after the last date for filing a request for further review of the order and Judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the Judgment is affirmed and further review of the Judgment is requested, the day after the review is finally resolved and the Judgment approving the Settlement is affirmed.
- n. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering judgment.
- o. “Final Approval Hearing” means the hearing to be held by the Court to consider the Final Approval of the Settlement.
- p. “Gross Settlement Amount” means the maximum non-reversionary total amount that Defendant shall pay in connection with this Settlement in exchange for the release of the Participating Individuals’ Released Class Claims and/or Released PAGA Claims, and the Named Plaintiff’s Released Claims. The Gross Settlement Amount is the gross sum of Ninety-Two Thousand Five Hundred Dollars (\$92,500.00). The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Individuals; (b) payments to the Labor Workforce Development Agency from the PAGA Payment and the Net PAGA Amount to be paid to Aggrieved Employees; (c) Named Plaintiff’s Service Award; (d) Attorneys’ Fees and Costs to Class Counsel; and (e) Settlement Administration Costs to the Settlement Administrator. The Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement other than the Gross Settlement Amount and Defendant’s employers’ portion of payroll taxes on the wage portion of the Settlement Awards to Participating Individuals. There will be no reversion.
- q. “Named Plaintiff” means plaintiff Enrique Gonzales.
- r. “Net PAGA Amount” means \$3,500.00.

s. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Named Plaintiff’s Service Award; (ii) Class Counsel’s Fee Award; (iii) Class Counsel’s Costs; (iv) Settlement Administrator Costs; (v) the payment to the Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; and (vi) the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

t. “Notice Deadline” means the date forty-five (45) days after the Settlement Notice is initially mailed to the Settlement Class. Class Members shall have until the Notice Deadline to object to or opt-out of the Settlement.

u. “PAGA Payment” means the amount of the Gross Settlement Amount allocated to settle all claims and remedies under the Private Attorneys’ General Act, California Labor Code sections 2698, et seq. (“PAGA”). The PAGA Payment shall be \$10,000.00 or an amount to be approved by the Court, of which \$6,500.00 shall be paid to the LWDA out of the Gross Settlement Amount and \$3,500.00 paid to the Aggrieved Employees out of the Gross Settlement Amount.

v. “PAGA Period” means September 17, 2024, through the date of Preliminary Approval.

w. “Participating Individuals” means (a) any Class Members who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement and (b) all Aggrieved Employees. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the release of the applicable Released Class Claims and/or Released PAGA Claims (as set forth in Paragraph 13).

x. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

y. “Releasees” or “Released Parties” means Defendant and its present, former, or future parent companies, subsidiaries, related or affiliated companies or entities, and each of the foregoing’s present, former, or future shareholders, partners, affiliates, owners (including Bahman Taheripour), members, joint employers, representatives, officers, directors, employees, contractors, agents, attorneys, insurers, predecessors, successors, assigns, and managing agents, any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals, as well as any individual or entity that could be liable for any of the Released Class Claims, Released PAGA Claims, and/or Named Plaintiff’s Released Claims.

z. “Released Class Claims” and “Released PAGA Claims” are defined in Paragraph 12).

aa. “Named Plaintiff’s Released Claims” is defined in Paragraph 14.

bb. “Service Award” means the payment to Named Plaintiff Enrique Gonzales for his efforts in bringing and prosecuting the cases against the Defendant. The Service Award will not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

cc. “Settlement Administrator” refers to Phoenix Class Action Administration Solutions.

dd. “Settlement Administration Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice to Settlement Class Members and to distribute the Settlement Awards to Participating Individuals, which are estimated to be \$3,000,00.

ee. “Settlement Award” means the payment that each Participating Individual shall be entitled to receive pursuant to the terms of this Agreement.

ff. “Settlement Class” or “Settlement Class Members” means all Members of the Class, all Aggrieved Employees, and the Named Plaintiff.

gg. “Settlement Notice” means the Notice of Class and PAGA Representative Action Settlement to be issued to California Class Members, including Aggrieved Employees in English, an example of which is attached hereto as **Exhibit 1**, or as approved by the Court.

RECITALS

1. Plaintiff Gonzales is a former Acme Press, Inc. employee who worked in the Press Department in Concord, California from November 2014 to August 2025. On September 5, 2025, Plaintiff filed the Action in the Superior Court of the State of California for the County of Contra Costa titled *Gonzales v. Acme Press, Inc.*, Case No. C25-02560. The Action asserted six causes of action for: (1) Failure to Pay Overtime/Doubletime Wages, (2) Failure to Provide Meal Periods and Pay Premiums, (3) Failure to Provide Rest Breaks and Pay Premiums, (4) Failure to Provide Accurate, Itemized Wage Statements, (5) Waiting Time Penalties, and (6) Unfair Business Practices in Violation of California Business & Professions Code 17200, *et seq.*

2. On September 17, 2025, Plaintiff filed an LWDA Notice Letter alleging violations under the Private Attorneys General Act (“PAGA”). On October 15, 2025, Plaintiff filed an Amended Complaint adding owner Bahman Taheripour as an individual defendant.

3. Prior to mediation, the parties conducted informal discovery to investigate the claims and prepare for mediation. This investigation and discovery included production of documents and policies pertaining to the class and the claims at issue, production of all time and pay data for the putative class and allegedly aggrieved employees, and sharing statistics regarding the putative class and allegedly aggrieved employees.

4. On April 9, 2026 the parties participated in a full-day mediation with experienced employment law mediator Chad Anderton after which the parties agreed to resolve the case pursuant to the terms described in this Agreement.

5. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action and of other potential claims that could have been asserted in the Action. In agreeing to this Settlement Agreement, Named Plaintiff has considered: (a) the facts developed during pre-mediation, informal discovery and the Parties’ mediation process and the law applicable thereto; (b) the attendant risks of continued litigation

and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiff has concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the Settlement Class to settle their claims against Defendant pursuant to the terms set forth herein.

6. Defendant denies all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, and denies the allegations asserted in the Action. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability, or wrongdoing, which Defendant expressly denies.

7. The Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it and the Settlement Effective Date occurs.

8. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to California Code of Civil Procedure § 382 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context, or whether the Action can proceed on a representative basis. Defendant denies that class action treatment is appropriate in the litigation context or for trial or that the Action is appropriate to proceed in the litigation context or for trial.

9. The Parties stipulate and agree that for settlement purposes only, Plaintiff will file an Amended Complaint adding the PAGA Claims released herein. In the event that the stipulated Amended Complaint is not granted by the respective court, the Parties stipulate and agree that for settlement purposes only, the Parties shall meet and confer regarding a process for approval that is acceptable to and maintains both Parties in the same position as prior to the settlement. These agreements will be effectuated through stipulations to be filed with the court as appropriate.

10. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement. Any stipulation or amended complaints filed in the Action after mediation shall be deemed withdrawn and vacated or voided.

11. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Named Plaintiff's and the Participating Individuals' claims as described herein against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Named Plaintiff's and Participating Individuals' Released Class Claims and/or Released PAGA Claims shall be finally and fully compromised, settled and dismissed as to the Defendant and Releasees in the manner and upon the terms and

conditions set forth below.

RELEASES

12. In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiff and Participating Individuals agree to release all claims against the Releasees as set forth herein.

13. **Participating Individuals' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Named Plaintiff on behalf of Aggrieved Employees and the LWDA, and all Participating Individuals (on behalf of themselves and their respective former and present representatives, agents, attorneys, executors, heirs, administrators, successors, and assigns), shall and hereby do release and discharge all Releasees, finally, forever and with prejudice, from any and all claims, known or unknown, that were alleged, or that could have been alleged based on the facts alleged, related to, or ascertained in the Action, as follows:

- a. **Released Class Claims:** The Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims, known or unknown, that were alleged or could have been alleged based on the facts alleged, related to, or ascertained in the Actions, any amendment(s) thereto, or in the Notice of Labor Code Violations Letter(s) sent to the LWDA based on the factual allegations contained therein, or that could have been alleged based on the factual allegations contained therein. This includes but is not limited to claims for: the purported payment or nonpayment of compensation, including, but not limited to, wages, minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements and to maintain records; unfair business practices; California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 1198.5, and California Business and Professions Code section 17200 *et seq.*; related premiums, statutory penalties, waiting time penalties, civil penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief; declaratory relief; or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy ("Released Class Claims"). This release of the Released Class Claims shall run through the date the Superior Court of the State of California, County of Contra Costa, grants Final Approval of the Settlement.
- b. **Released PAGA Claims:** Each and every Aggrieved Employee, on behalf of themselves, the State of California, and their heirs and assigns, and irrespective of whether the Aggrieved Employee opted out of the class action portion of the Settlement, fully releases the claims and rights to recover civil penalties, costs, expenses, attorneys' fees, interest, injunctive relief, declaratory relief, or accounting, against the Releasees and the LWDA for any Labor Code or Wage Order violation, known or unknown, alleged or could have been alleged based on

the facts alleged, related to, or ascertained in the Action, including but not limited to the operative complaint and Notice of Labor Code Violations Letter(s) and any subsequently amended complaints or letters. This includes but is not limited to claims pursuant to PAGA for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay, including the calculation thereof), meal or rest period premiums or penalties, including the calculation thereof, failure to pay for all hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); and failure to provide timely and compliant wage statements and to maintain records; and California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 1198.5, and 2698 *et seq.* (“Released PAGA Claims”). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law. This release of the Released PAGA Claims shall run through the date the Superior Court of the State of California, County of Contra Costa, grants Final Approval of the Settlement.

14. **Named Plaintiff’s Released Claims.** Named Plaintiff’s Released Claims means a general release of any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay, including the calculation thereof), meal or rest period premiums or penalties, including the calculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements and to maintain records; failure to reimburse business expenses; and premium pay, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Named Plaintiff’s Released Claims include, but are not limited to, the Released Class Claims and Released PAGA Claims, as well as any other claims under any provision of federal, state, or local law, including the FLSA and California wage and hour laws. Upon Final Approval, Named Plaintiff shall be deemed to have fully, finally, and forever released Releasees from all Named Plaintiff Released Claims. Furthermore, upon Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Named Plaintiff’s Released Claims pursuant to Section 1542 of the California

Civil Code, which provides as follows:

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.

Plaintiff understands that this release does not apply to any claims or rights that may arise after the date that Plaintiff signs this release; the consideration for this release; vested rights under Defendant's ERISA-covered benefit plans, if any, as applicable on the date Plaintiff signs this agreement and, any claims for which the controlling law clearly states may not be released by private agreement. Plaintiff is not waiving, releasing, or giving up any claim for workers' compensation benefits, vested pension or savings plan benefits, or other claims under the California Labor Code or federal law that cannot be waived as a matter of law. Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge or cooperating with any investigation by any federal, state, or local government agency (including without limitation the United States Department of Labor, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, and/or the National Labor Relations Board).

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

15. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Settlement Class, and notifying the Settlement Class of this Settlement:

- a. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiff shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to California Code of Civil Procedure § 382 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Named Plaintiff's Motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Class Counsel will prepare the Motion for Preliminary Approval and deliver it to counsel for Defendant for review within three weeks (21 calendar days) after the long form settlement agreement is signed by the last party to sign it, and at least two (2) business days before filing such motion.
- b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing and mailing the Settlement Notice to all Settlement Class Members. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Settlement Class

Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the call center down after the 180-day check cashing period for Settlement Award Checks.

- c. Within twenty-one (21) calendar days after the Court's Preliminary Approval of the Settlement, Defendant shall provide the Settlement Administrator the Class List in a secure fashion. The Class List shall remain confidential and shall not be disclosed to any person or entity other than the Settlement Administrator without the express written permission of Defendant.
- d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will make reasonable efforts to identify current addresses via public and proprietary systems.
- e. Using best efforts to perform as soon as possible, and in no event later than ten (10) calendar days after receiving the Class List, the Settlement Administrator shall send to all Settlement Class Members identified in the Class List, via first-class United States Postal Service ("USPS") mail, the Settlement Notice substantially in the form attached to this Agreement as **Exhibit 1**. The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Settlement Award to Settlement Class Members, and the number of work weeks and pay periods used to calculate these amounts. Before mailing Settlement Notices, the Administrator shall update Settlement Class Members' addresses using the National Change of Address database. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Settlement Class Member involved and shall re-mail the Notice of Settlement. Under no circumstances shall such re-mailing extend the Notice Deadline.
- f. Within ten (10) calendar days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) a list of Participating Individuals represented by unique identifier; (ii) the Settlement Awards owed to each of the Participating Individuals; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; (iv) the number of undeliverable Notices of Settlement; (v) the estimated average and median recovery per Class Member who have not timely submitted valid letters requesting exclusion from the Settlement; (vii) the largest and smallest estimated amounts to be paid to Class Members who have not timely submitted valid letters requesting exclusion from the Settlement.
- g. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does

participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

- h. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a declaration and written certification of such completion to counsel for all Parties and the Court. This declaration and written certification shall include the total number of Participating Individuals; the average and median recovery per Participating Individual; the largest and smallest amounts paid to Participating Individuals; and the number and value of checks not cashed. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

16. **Disputes Regarding Pay Periods.** To the extent that any Settlement Class Member disputes the number of pay periods that the Settlement Class Member worked, as shown in his or her Settlement Notice, such Settlement Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. Work weeks or pay periods "worked" for purposes of this settlement will be determined by reference to timekeeping, payroll, and/or other records. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more work weeks or pay periods than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. In the absence of any contrary documentation from the Class Member, the Settlement Administrator is entitled to presume that the pay periods contained in the Class Notice are correct so long as they are consistent with the Defendant's records. The Settlement Administrator's determination of each Class Member's allocation of pay periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator will notify the disputing Settlement Class Member of the decision.

17. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, mail to the Settlement Administrator a written statement objecting to the Settlement. Such objection shall not be valid unless it is signed personally by the objector and includes the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. Objections shall only be considered if the Class Member has not opted out of the Settlement. The postmark date of mailing to the Settlement Administrator shall be the exclusive means for determining that an objection is timely mailed. If postmark dates differ, the later of the two postmark dates will control. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement. Class Members may also appear at the Final Approval Hearing to submit objections orally.

18. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Named Plaintiff, who wish to exclude themselves from the class component of the Settlement (“opt out”) must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the class component of the Settlement. The written request for exclusion must contain the Class Member’s full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. Such written statement must be postmarked by the Notice Deadline. No opt-out request may be made on behalf of a group. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if they request exclusion.

19. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

20. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Award, Fee Award, Class Counsel’s Costs, and Settlement Administrator’s Costs to be heard at the Final Approval Hearing. Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Settlement Administrator’s deadline to provide the report of objections, opt-outs and awards, as further outlined in Paragraph 15, to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Settlement Class as a class action under California Code of Civil Procedure § 382 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as fair, reasonable and adequate;
- d. approving the payment of the Service Award to Named Plaintiff Enrique Gonzles;
- e. approving Class Counsel’s application for an award of attorneys’ fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Actions be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Released Class Claims, Named Plaintiff’s Released Claims, Released PAGA Claims, and the related claims, if any, of the LWDA;

- h. directing that a Final Judgment be entered; and
- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

21. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Individuals, Plaintiffs' Counsel shall submit a post-judgment report to the Court regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

22. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. Within ten (10) days of the Effective Date of the Settlement, Defendant shall deposit the Gross Settlement Amount into the Settlement Administrator's designated account. Defendant shall not have access to the Gross Settlement Amount once those funds are deposited into the Settlement Administrator's designated account, including any earned interest accrued following deposit. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross Settlement Amount.

23. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Award to Named Plaintiff.**

Subject to the Court's approval, Plaintiff Enrique Gonzles shall receive Seven Thousand Five Hundred Dollars (\$7,500.00). This payment shall be made within ten (10) days after the Defendant deposit the Gross Settlement Amount into the Settlement Administrator's designated account. If the Court approves the Service Award in an amount less than what Named Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. The Named Plaintiff assumes full responsibility for paying all taxes, if any, due as a result of the Service Award.

b. **Fee Awards and Costs.**

- i. Subject to the Court's approval, Class Counsel shall receive the Fee Award, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class Counsels' Costs.

These payments of attorneys' fees and costs shall be made within ten (10) days after the Defendant deposits the Gross Settlement Amount into the Settlement Administrator's designated account.

- ii. The approved Fee Award and Class Counsels' Costs, even if less than what Class Counsel requests, shall constitute full satisfaction of Defendant's obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf of Named Plaintiff and/or any other Participating Individual, and shall relieve Defendant from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Named Plaintiff or any other Participating Individual. If the Court approves a Fee Award and/or Class Counsels' Costs Award in an amount less than what Class Counsel request, the reduction in the Fee Award and/or Class Counsels' Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Class Counsels' Costs Award in any way delay or preclude the judgment from becoming a Final or the Settlement from becoming effective.
 - iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.
- c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the amount of \$10,000.00 from the Gross Settlement Amount will be paid in settlement of all representative claims brought in the Action by or on behalf of Plaintiffs and Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, Seventy-Five Percent (65%), or \$6,500.00, of this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five Percent (35%), or \$3,500.00, will be allocated to the Net PAGA Amount to be paid to the Aggrieved Employees. The payment to the LWDA shall be made by the Settlement Administrator within ten (10) days after Defendant deposits the Gross Settlement Amount into the Settlement Administrator's designated account.
- d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.
- e. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Participating Individuals as set forth below in Paragraphs 25 to 30.

24. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

25. **Settlement Award Eligibility.** All Participating Individuals shall be paid a Settlement Award from the Net Settlement Amount and/or the Net PAGA Amount.

26. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice, and as described above in Paragraph 18, shall automatically be deemed a Participating Individual whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting Final Approval, and any judgment the Court ultimately enters in the Action and are subject to the Released Class Claims (as defined in Paragraph 13 above). Any such Participating Individual's rights to pursue any Released Class Claims and/or Released PAGA Claims will be extinguished.

27. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Individual based on the below formulas:

- a. Participating Individuals shall receive a *pro rata* portion of the Net Settlement Amount as follows: For each week during which the Participating Individual performed work for Defendant as alleged in the Actions, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of work weeks the Participating Individual worked during the Class Period. The total number of work weeks may be determined by reference to weeks worked as reflected in timekeeping, payroll, and/or other records.
- b. Aggrieved Employees shall also receive a *pro rata* portion of the Net PAGA Amount as follows:
 - i. For each week during which the Participating Individual performed work for Defendant as alleged in the Actions, he or she shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of pay periods the Participating Individual worked during the PAGA Period. The resulting share of the Net PAGA Amount per Participating Individual, if any, will be added to the Participating Individual's share of the Net Settlement Amount, to determine the Participating Individual's Settlement Award. The total number of pay periods may be determined by reference to weeks worked as reflected in timekeeping, payroll, and/or other records.

28. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to

receive assuming full participation of all Settlement Class Members.

29. All Settlement Award determinations shall be based on the weeks worked as reflected by Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

30. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award that is provided from the Net Settlement Amount, twenty percent (20%) of each Settlement Award shall be allocated as wages, and eighty percent (80%) of each Settlement Award shall be allocated as penalties and interest. Settlement Awards will be paid out to Participating Individuals subject to reduction for all employees' share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Participating Individuals shall be issued an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages, if any. Participating Individuals will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. The Settlement Administrator shall provide Defendant's counsel and Class Counsel with a final Settlement Award calculation award for each Participating Individual, by unique identifier, within seven (7) calendar days after the Effective Date. Amounts withheld will be remitted by the Settlement Administrator from the qualified settlement fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

31. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Settlement Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

32. The payments made to Participating Individuals pursuant to this agreement are not being made for any other purpose and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefits, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement, unless required by the plan documents or otherwise required by law.

33. The Settlement Administrator shall mail all Settlement Awards to Participating Individuals within ten (10) days after the Defendant deposits the Gross Settlement Amount into the Settlement Administrator's designated account. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel.

34. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final report of all calculated Settlement Awards paid to Participating Individuals, no more than fourteen (14) days after the Effective Date.

35. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter will be sent via U.S. mail to those who have not yet cashed their settlement check. At the conclusion of the 180 day check cashing deadline, Participating Individuals who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Named Plaintiff's Released Claims or Participating Individuals' Released Class Claims, as applicable.

36. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed, subject to the Court's approval, to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee and their social security number thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

- a. Within twenty-one (21) days after the distribution of any remaining monies to the California Controller's Unclaimed Property Fund, Plaintiffs will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Participating Individual, the largest and smallest amounts paid to Participating Individuals, the method(s) of notice and the method(s) of payment to Participating Individuals, the number and value of checks not cashed, the amounts distributed to the California Controller's Unclaimed Property Fund (if applicable), the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

MISCELLANEOUS

37. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

38. **Confidentiality.** The Named Plaintiff and their Counsel agree to keep the facts and terms of this Settlement confidential until approval of the Settlement is sought from the Court to the extent permitted by law. Thereafter, the Named Plaintiff and their Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, including on social media, about this case and/or the fact, amount or terms of the Settlement to the extent permitted by law. If the Named Plaintiff is contacted by the press about the Settlement, they will respond only that the case has been resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the Settlement Class Members, the LWDA, or the court in which the Action is pending, as may be required to carry out the

terms of this Settlement and/or fulfill their ethical responsibilities under the Settlement and to their respective clients. Nothing in this provision is intended to violate applicable state law and this provision will be interpreted in accordance with applicable state law.

39. **No Admission of Liability.** Defendant expressly denies all of the allegations in the Actions. Defendant expressly denies that it has violated the PAGA, California wage and hour laws, or any other provision of federal or state law with respect to any of their employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing. If this Settlement Agreement does not become Final, this Settlement Agreement, or the circumstances leading to this Settlement Agreement, may not be used as an admission by Defendant or any wrongdoing or evidence of any wrongdoing by Defendant.

40. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

41. **Tolerance of Opt-Outs.** Defendants retains the right to nullify the settlement within thirty (30) days after the expiration of the opt-out period set forth in Paragraph 18 if ten percent (10%) or more of the members of the Class opt out of the settlement. The Named Plaintiff will not opt-out of nor object to the settlement, nor refuse to execute a general release of claims.

42. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

43. **Reduced Service Award, Fee Award, or Class Counsels' Costs Not a Basis for Voiding Settlement.** If the Court approves Service Award, a Fee Award, and/or Class Counsels' Costs Award in amounts less than the amount Named Plaintiff and/or Class Counsel request, the Parties agree that the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Award, Fee Award, or Class Counsels' Cost Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award shall be included in the Net Settlement Amount.

44. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

45. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or California State Court holiday, such time period shall be continued to the following business day. The term “days” shall mean calendar days unless otherwise noted.

46. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

47. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

48. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

49. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effectuate the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of mediator Chad Anderton.

50. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Named Plaintiff, Defendant, the Participating Individuals and their heirs, beneficiaries, executors, attorneys, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

51. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

52. **No Signature Required by Participating Individuals.** Only the Named Plaintiff and Defendant will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and the release shall have the same force and effect as if this Settlement Agreement were executed by each Participating Individual.

53. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

1.1 **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement, and the terms set forth herein. In the event the Parties are unable to reach a Stipulation on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the mediator and/or the Court to resolve such disagreement. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Gross Settlement Fund subject to approval by the Court.

54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:  Date: May 20, 2026
Enrique Gonzales

APPROVED AS TO FORM BY CLASS COUNSEL:

/s/ John F. Litwin Date: May 21, 2026
Gregory Wong

John Litwin
LYFE LAW LLP
864 s. Robertson Blvd., 3rd Floor
Los Angeles, CA 90035

DEFENDANT:

Bahman Taheripour
Owner and Vice President of Operations
Acme Press, Inc.

Date: _____, 2026

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

Harry DeCourcy
Michael Nelson
LITTLER MENDELSON, PC
1255 Treat Blvd., Ste. 600
Walnut Creek, California 94597

Date: _____, 2026

all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Gross Settlement Fund subject to approval by the Court.

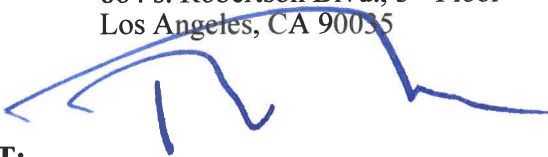
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IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____, 2026
Enrique Gonzales

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: _____, 2026
Gregory Wong
John Litwin
LYFE LAW LLP
864 s. Robertson Blvd., 3rd Floor
Los Angeles, CA 90035


DEFENDANT: _____ Date: _____, 2026
Bahman Taheripour
Owner and Vice President of Operations
Acme Press, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

_____ Date: _____, 2026
Harry DeCourcy
Michael Nelson
LITTLER MENDELSON, PC
1255 Treat Blvd., Ste. 600
Walnut Creek, California 94597