Shaun Setareh (SBN 200514)
shaun@setarehlaw.com
Thomas Segal (SBN 222791)
thomas@setarehlaw.com
Farrah Grant (SBN 293898)
farrah@setarehlaw.com
SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
Beverly Hills, California 90210
Telephone (310) 888-7771
Facsimile (310) 888-0109

Attorneys for Plaintiff
JOSE GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JOSE GARCIA, on behalf of himself and all others similarly situated and the general public, *Plaintiff*, v. PACIFIC GAS & ELECTRIC COMPANY, a California Corporation and DOES 1 through 50, inclusive, *Defendants*.	Case No. CGC-24-615226 **LONG FORM CLASS AND REPRESENTATVE ACTION SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Jose Garcia ("Plaintiff") and defendant Pacific Gas and Electric Company ("PG&E"). The Agreement refers to Plaintiff and PG&E collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against PG&E captioned *Jose Garcia v. Pacific Gas and Electric Company*, initiated on or about June 4, 2024 and pending in the Court as Case No. CGC-24-615226.

1.2 "Administrator" means Phoenix Settlement Administrators, 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 estimate submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means any person employed by PG&E and classified as a Gas Service Representative, Service Mechanic (who works with Gas Service Representatives), or Troubleshooter (formerly known as Troubleman) (collectively, "Class Positions"), who worked at least one shift for PG&E of 3.5 or more hours in duration during the PAGA Period.

1.5 "Class" means all persons employed by PG&E in one of the Class Positions who worked at least one shift for PG&E of 3.5 or more hours in duration during the Class Period. PG&E estimates there are approximately 1,775 Class Members.

1.6 "Class Counsel" means Setareh Law Group and any co-counsel of record for Plaintiff.

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 PG&E's possession including each Class Member's name, employee ID number, last four digits of Social Security number, last-known mailing address, and number of Weeks Worked during the Class Period.

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

1.10 "Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources,

methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members substantially in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from June 4, 2020, through June 11, 2026.

1.13 "Class Representative" means Plaintiff Jose Garcia, the named Plaintiff in the operative complaint in the Action, seeking Court approval to serve as the class representative.

1.14 "Class Representative General Release Payment" means the payment to the Class Representative of up to $7,500, as consideration for the Class Representative's execution of the general release set forth in Paragraph 5.1 of this Agreement, separate from and in addition to the Class Representative Service Payment.

1.15 "Class Representative Service Payment" means the payment to the Class Representative of up to $7,500 for initiating the Action and providing services in support of the Action, separate from and in addition to any Individual Class Payment and the Class Representative General Release Payment.

1.16 "Court" means the Superior Court of California, County of San Francisco.

1.17 "PG&E" means Defendant Pacific Gas and Electric Company.

1.18 "Defense Counsel" means Joshua Kienitz of Littler Mendelson P.C..

1.19 "Effective Date" means the date on which the Judgment becomes Final. The Judgment becomes “Final” on: (a) the day after the deadline for filing a notice of appeal from the Judgement has passed with no appeal having been timely filed; or (b) the day after the appellate court and/or the Supreme Court, as applicable, affirms the Judgment and denies any appeal, if an appeal of the Judgment is timely filed.

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

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

1.22 "Gross Settlement Amount" means $4,250,000.00, which is the total amount PG&E agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, the LWDA PAGA Payment, the Individual PAGA Opt-Out Payments, the Class Representative Service Payment, the Class Representative General Release Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, all employee-side tax obligations, and the Administration Expenses Payment. Any employer-side payroll tax

obligations shall be paid separately by PG&E, outside of and in addition to the Gross Settlement Amount.

1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Weeks Worked during the Class Period, as set forth in Paragraph 3.2.4.

1.24 "Individual PAGA Opt-Out Payment" means the flat payment of $50.00 (treated as penalties for tax purposes and reported via IRS Form 1099-MISC) paid from the Net Settlement Amount to each Non-Participating Class Member who is also an Aggrieved Employee, as such individual's share of the PAGA settlement.

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

1.26 "LWDA" means the California Labor and Workforce Development Agency.

1.27 "LWDA PAGA Payment" means $150,000, representing 75% of the PAGA Penalties, paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, the Class Representative Service Payment, the Class Representative General Release Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder constitutes the Class Member Allocation, to be paid to Participating Class Members as Individual Class Payments. The Class Member Allocation includes the 25% Aggrieved Employee share of PAGA Penalties ($50,000), which is distributed to Participating Class Members on a pro rata basis by Weeks Worked as part of the Individual Class Payment.

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

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

1.31 "PAGA Notice" means Plaintiff's April 13, 2023, letter to PG&E and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.32 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of $200,000, allocated 75% ($150,000) to the LWDA PAGA Payment and 25% ($50,000) to the Net Settlement Amount for distribution to Participating Class Members as part of their Individual Class Payments.

1.33 "PAGA Period" means the period from March 31, 2023 through June 11, 2026.

1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 "Plaintiff" means Jose Garcia, the named plaintiff in the Action.

1.36 "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

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

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

1.39 "Released Parties" means Pacific Gas and Electric Company, PG&E Corporation, and each of their former and present directors, officers, shareholders, partners, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and parent companies.

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

1.41 "Response Deadline" means 33 days after the Administrator mails the Class Notice, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion; (b) fax, email, or mail objections to the Settlement; or (c) fax, email, or mail a challenge to the number of Weeks Worked allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.42 "Weeks Worked" means any week during which a Class Member worked for PG&E for at least one day in a Class Position during the Class Period.

1.43 "Workweeks" means the total number of Weeks Worked by all Class Members collectively during the Class Period. PG&E represents that there are approximately 297,224 Workweeks (and 297,224 Weeks Worked) during the Class Period.

2. RECITALS.

2.1 On or about June 4, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against PG&E for violations of California Labor Code sections 201–203, 210, 226, 226.3, 226.7, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; IWC Wage Order No. 4, sections 4 and 12; and the California Unfair Competition Law, Business and Professions Code section 17200 et seq. [PG&E denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to PG&E and the LWDA by sending the PAGA Notice on April 13, 2023.

2.3 On October 10, 2025, the Parties participated in an all-day mediation presided over by Michael Dickstein, Esq., which led to this Agreement.

2.4 Before mediation, Plaintiff obtained, through formal and/or informal discovery, documents and information sufficient to evaluate the claims and defenses at issue in the Action. 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").

2.5 The Court has not yet granted class certification.

2.6 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 adversely affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. PG&E promises to pay $4,250,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. PG&E has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) before the deadline stated in Paragraph 4.2. 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 PG&E, except as provided in Paragraph 8 (PG&E's Right to Withdraw).

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

3.2.1 *To Plaintiff — Class Representative General Release Payment.* A Class Representative General Release Payment of not more than $7,500, as consideration for Plaintiff's execution of the general release set forth in Paragraph 5.1. This payment is separate from and in addition to any Individual Class Payment and the Class Representative Service Payment. PG&E will not oppose Plaintiff's request for a Class Representative General Release Payment that does not exceed this amount. The Administrator will report this payment as 50% wages (IRS Form W-2) and 50% non-wage penalties (IRS Form 1099-MISC). Plaintiff assumes full responsibility and liability for employee taxes owed on this payment. If the Court approves a Class Representative General Release Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2 *To Plaintiff — Class Representative Service Payment.* A Class Representative Service Payment of not more than $7,500 (in addition to any Individual Class Payment and any Class

Representative General Release Payment Plaintiff is entitled to receive). PG&E will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. The Administrator will pay the Class Representative Service Payment using IRS Form 1099-MISC. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 *To Class Counsel.* A Class Counsel Fees Payment of not more than one-third (33.33%) of the Gross Settlement Amount, which is currently estimated to be approximately $1,416,666.67, and a Class Counsel Litigation Expenses Payment of not more than $30,000. PG&E will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds PG&E harmless, and indemnifies PG&E, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.4 *To the Administrator.* An Administration Expenses Payment not to exceed $16,000.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than that amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.5 *To the LWDA.* The LWDA PAGA Payment of $150,000, representing 75% of the PAGA Penalties of $200,000.

3.2.6 *To Each Participating Class Member: Individual Class Payment.* After the deductions described in Paragraphs 3.2.1 through 3.2.5, the remaining amount shall constitute the Net Settlement Amount (also referred to herein as the "Class Member Allocation"). The Class Member Allocation includes the 25% Aggrieved Employee share of PAGA Penalties ($50,000). The Administrator shall calculate each Participating Class Member's Individual Class Payment by: (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all

Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Weeks Worked.

Example: If the Net Settlement Amount is $100,000.00, Class Member John Doe has 100 Weeks Worked during the Class Period, and all Participating Class Members collectively have 50,000 Weeks Worked during the Class Period, John Doe's Individual Class Payment would be $200.00 ($200 = $100,000 ÷ 50,000 × 100).

3.2.6.1 *Tax Allocation of Individual Class Payments.* 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"), subject to tax withholding and reported on IRS Form W-2. 40% will be allocated to settlement of penalty claims (the "Penalty Portion"), not subject to wage withholding and reported on IRS Form 1099-MISC. 20% will be allocated to expense reimbursement (the "Reimbursement Portion"), not subject to wage withholding and reported on IRS Form 1099-MISC. 20% will be allocated to interest (the "Interest Portion"), not subject to wage withholding and reported on IRS Form 1099-INT. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.6.2 *Effect of Non-Participating Class Members on Calculation of Individual Class Payments.* Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their otherwise-calculated Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis, except as provided in Paragraph 3.2.7 for Non-Participating Class Members who are also Aggrieved Employees.

3.2.7 *To Non-Participating Class Members Who Are Aggrieved Employees: Individual PAGA Opt-Out Payment.* Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Opt-Out Payment. Each such Non-Participating Class Member who is an Aggrieved Employee shall receive a net payment of $50.00 (treated as penalties for tax purposes, reported on IRS Form 1099-MISC), paid from the Net Settlement Amount. The Individual PAGA Opt-Out Payments shall be disbursed to eligible Non-Participating Class Members regardless of whether the Non-Participating Class Member actually received the Class Notice. Aggrieved Employees assume full responsibility and liability for any taxes owed on the Individual PAGA Opt-Out Payment.

3.3 Escalation Clause. PG&E has represented that there are approximately 297,224 Workweeks during the Class Period. If, based on the Class Data provided pursuant to Paragraph 7.4.1, the actual number of Workweeks during the Class Period exceeds 297,224 by more than 10.0%, the Gross Settlement Amount shall increase proportionally as follows: the percentage by which the actual Workweeks exceed 297,224, minus 10.0%, shall be applied as a percentage increase to the Gross Settlement Amount. By way of illustration: if the actual Workweeks are 11.0% greater

than 297,224, the Gross Settlement Amount shall increase by 1.0%; if the actual Workweeks are 12.5% greater than 297,224, the Gross Settlement Amount shall increase by 2.5%; if the actual Workweeks are 10.2% greater than 297,224, the Gross Settlement Amount shall increase by 0.2%.

3.4 No Benefit Accrual. The payment of Individual Class Payments, Individual PAGA Opt-Out Payments, and any other payments under this Agreement shall not obligate PG&E to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees, including but not limited to any contributions to or accruals under any ERISA plan such as a 401(k) plan or a pension plan, beyond those specified in this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records to date, PG&E estimates there are approximately 1,775 Class Members who collectively worked a total of approximately 297,224 Workweeks, and Aggrieved Employees who worked during the PAGA Period as further detailed in the Class Data.

4.2 Funding of Gross Settlement Amount. PG&E shall fully fund the Gross Settlement Amount (as may be increased pursuant to Paragraph 3.3) by transmitting the funds to the Administrator no later than 14 days after the Effective Date. PG&E shall fund any additional amounts necessary to fully pay PG&E's share of employer payroll taxes within 30 days of being informed, in writing, by the Settlement Administrator of the amount of employer-side payroll taxes and the supporting calculations.

4.3 Payments from the Gross Settlement Amount. Within 14 days after PG&E funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Opt-Out Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Class Representative General Release Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Class Representative General Release Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Opt-Out Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Opt-Out Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual

PAGA Opt-Out Payments to all Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed, pursuant to California Code of Civil Procedure section 384. If the Court requires a cy pres distribution, the Parties shall promptly agree upon a charity acceptable to the Court. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with any proposed cy pres recipient.

4.3.4 For any Aggrieved Employee whose Individual PAGA Opt-Out Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.5 The payment of Individual Class Payments and Individual PAGA Opt-Out Payments shall not obligate PG&E to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions, pension contributions, or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

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

5.1 Plaintiff's Release. Plaintiff Jose Garcia, and his respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release and discharge Released Parties from all claims, transactions, or occurrences arising out of or related to his employment with PG&E or the termination thereof, including but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release extends to all claims accruing on or before the date Plaintiff signs this Agreement. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or to any claims that cannot be released as a matter of law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including: (a) any and all claims for failure to pay all wages due including minimum wages and overtime wages; (b) any and all claims for failure to provide required meal and rest periods or compensation in lieu thereof; (c) any and all claims for failure to provide accurate, itemized wage statements; (d) any and all claims for unreimbursed business expenses; (e) any and all claims for waiting time penalties; and (f) any and all claims for unfair business practices arising from any of the foregoing; in each case premised on violations of California Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; IWC Wage Order No. 4, sections 4 and 12; and the California Unfair Competition Law, Business and Professions Code section 17200 et seq. (collectively, "Released Class Claims"). The release period for the Released Class Claims is the Class Period. Except as set forth in Paragraph 5.3 of this Agreement, 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, or workers' compensation, or claims based on events occurring outside the Class Period.

5.3 Release by Aggrieved Employees. All Aggrieved Employees (including Non-Participating Class Members who are Aggrieved Employees) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, and on behalf of the State of California, the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and/or in the PAGA Notice that are alleged to have occurred during the PAGA Period, including civil penalties for violations of California Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and IWC Wage Order No. 4, sections 4 and 12 (collectively, "Released PAGA Claims"). The release period for the Released PAGA Claims is the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 PG&E's Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, PG&E will prepare and deliver to Class Counsel a signed declaration from PG&E and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and cy pres recipient (if applicable). In their declarations, Defense Counsel and PG&E shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or any proposed cy pres recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or any proposed cy

pres recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2))); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or any proposed cy pres recipient. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel shall make diligent efforts to draft and file the Motion for Preliminary Approval within 75 days of the execution of the Parties' Memorandum of Understanding (March 4, 2026), or within such other time as the Parties agree upon in writing. Class Counsel shall provide Defense Counsel with a draft of the Motion for Preliminary Approval at least five (5) calendar days prior to filing. Class Counsel and Defense Counsel are jointly responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties shall jointly select Phoenix Settlement Administrators to serve as the Administrator and have verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4 Notice to Class Members.

7.4.1 Not later than 14 calendar days after the Court grants Preliminary Approval, PG&E will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. PG&E has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which PG&E must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, 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 USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Opt-Out Payment (if applicable) payable to the Class Member, and the number of Weeks Worked 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 deadline for Class Members' written objections, challenges to Weeks Worked, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, PG&E, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, 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 other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Opt-Out Payment of $50.00 as set forth in Paragraph 3.2.7.

7.6 Challenges to Calculation of Weeks Worked. Each Class Member shall have until the Response Deadline to challenge the number of Weeks Worked allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the

Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Weeks Worked. In the absence of any contrary documentation, the Administrator is entitled to presume that the Weeks Worked contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Weeks Worked is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Weeks Worked and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members

who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Weeks Worked received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Opt-Out Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid and invalid), and the number of written objections. The declaration shall 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.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 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. PG&E'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List equals or exceeds 10.0% of the total number of all Class Members, PG&E may, but is not obligated to, elect to withdraw from the Settlement in its sole and exclusive discretion. The Parties agree that, if PG&E withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, PG&E will remain responsible for paying all Settlement Administration Expenses incurred to that point. PG&E must notify Class Counsel and the Court of its election to withdraw

not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 calendar days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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 before 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 Representative General Release Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. If the Court ultimately does not approve this Settlement, including all material terms hereof, then the Effective Date will not occur, PG&E shall have no duty to pay any portion of the Gross Settlement Amount (other than Settlement Administration Expenses already incurred), and the Parties will return to the status quo prior to the Parties' Memorandum of Understanding.

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 or Judgment; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file

motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

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

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by PG&E that any of the allegations in the Operative Complaint have merit or that PG&E has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that PG&E's defenses in the Action have merit. PG&E specifically denies any and all liability. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, PG&E reserves the right to contest certification of any class for any reason, PG&E reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest PG&E's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

11.3 No Press Releases or Media Statements. In addition to the confidentiality obligations in Paragraph 11.2, Plaintiff and Class Counsel agree that at no time—before or after Preliminary Approval—will they issue any press release, press statement, social media post, or website statement about the Lawsuit or this Settlement; initiate or encourage media coverage of the Lawsuit or Settlement; or respond to any media inquiries regarding the Lawsuit or Settlement.

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

11.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all prior oral representations, warranties, covenants, or inducements made to or by any Party, including the Parties' Memorandum of Understanding executed on March 4 and 13, 2026. This Agreement is final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6 and is admissible pursuant to California Evidence Code section 1123.

11.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and PG&E, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate

its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

11.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity 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, PG&E, 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 by all Parties or their representatives and approved by the Court.

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 laws of the State of California, without regard to conflict of law principles.

11.13 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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 and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by PG&E in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California

Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from PG&E unless, before the Court's discharge of the Administrator's obligation, PG&E makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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 references 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 extended to the first business day thereafter.

11.18 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel: Shaun Setareh, Esq. Setareh Law Group, 420 N. Camden Drive, Suite 100, Beverly Hills, CA 90210.

To PG&E: Joshua Kienitz, Esq., jkienitz@littler.com; Littler Mendelson, P.C. 1255 Treat Blvd. Suite 600, Walnut Creek CA, 94597

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

11.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[SIGNATURES ON FOLLOWING PAGE]

///

///

///

E-SIGNED by John Simon
on 2026-08-20 20:51:54 GMT

Dated: August __ 2027

Pacific Gas and Electric Company, Defendant

John R. Simon, Executive Vice President, General Counsel and Chief Ethics & Compliance Officer

Dated: August __, 2027

Jose Garcia, Plaintiff

Dated: August __, 2027

SETAREH LAW GROUP

By:_____

Shaun Setareh

Dated: August __, 2027

LITTLER MENDELSON P.C.

By:_____

Joshua Kienitz

Dated: August __ 2026

_____

Pacific Gas and Electric Company, Defendant

John R. Simon, Executive Vice President, General Counsel and Chief Ethics & Compliance Officer

Dated: August __, 2026

ID Xqi2SJPDtPNaEmxQK1cghA4v

Jose Garcia, Plaintiff

Dated: August __, 2026

SETAREH LAW GROUP

By: ID qYXyVzsABbTFPLudBfFWoJDm

Shaun Setareh

Dated: August 19, 2026

LITTLER MENDELSON P.C.

By: _____

Joshua Kienitz