SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Agreement") is made by and between Plaintiffs Tatiana Ramirez and Andrei Stoica and Defendant *Kuldeep Singh Mand* (collectively, the "Parties"). This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of effecting settlement on a classwide basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

I. DEFINITIONS

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

A. "Action" means the civil actions titled *Ramirez, et al. v. Kuldeep Singh Mand,* Case No. 23CV069, pending in the*,* El Dorado Superior Court.

B. "Class" means all persons employed by Defendant as non-exempt employees during the Settlement Period in the State of California, who have not executed a release and/or settlement for the same claims released herein. It shall be an opt-out class. The Settlement Class Period shall be from May 5, 2019 through the date of preliminary approval. Individuals within the Class are referred to as "Class Members."

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

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

E. "Class Notice" means the Court-approved Notice of Proposed Settlement, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval.

F. "Class Notice Packet" means the Class Notice and the Individual Class Member Verification Form.

G. "Class Period" refers to time period from May 5, 2019 through the date of preliminary approval.

H. "Class Representative Service Payments" means the Court-approved payments to be paid to the Court appointed to the named Plaintiffs, Tatiana Ramirez and Andrei Stoica, in recognition of their duties as class representatives and to compensate them for initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and litigation costs in the event they were unsuccessful in the prosecution of the Action, and in consideration for their general releases under the Settlement.

I. "Complaint" means the *operative* Class Action Complaint (the Fifth Amended Complaint) filed in the Action which commenced on May 5, 2023.

J. "Date of Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Parties' Settlement embodied in this Agreement.

K. "Effective Date" means the date by when both of the following have occurred: (a) the Court issues an Order Granting Final Approval of the Settlement (the Judgment); and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to or otherwise challenges the Settlement, the day the Court enters the Order Granting Final Approval of the Settlement; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Order Granting Final Approval of the Settlement; or if a timely appeal from the Order Granting Final Approval of Settlement is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will make all payments to the Class and all other beneficiaries under the Settlement.

L. "Employee's Taxes and Required Withholding" shall mean the employee's share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (FICA) on the portion of any Class Participant's Individual Settlement Amount that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld from and paid out of the Individual Settlement Amounts paid from the Net Settlement Amount.

M. "Employer Payroll Contributions" shall mean those payroll taxes and other monetary contributions required by state and federal law to be made by an employer on wage payments, including but not limited to FICA, Medicare, FUTA, and SUTA, and any federal and state unemployment taxes, payable with respect to amounts treated as wages under this Agreement. The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

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

O. "Final Approval Order" or "Order Granting Final Approval" means the order approving the Settlement and entering Judgment in the Action.

P. "Gross Settlement Amount" or "Gross Settlement Fund" means the maximum amount to be paid by Defendant as provided by this Agreement. The Gross Settlement Amount does not include Employer Payroll Contributions on the portion of Class Member Settlement Shares allocated to wages, which Defendant shall pay separately. This is a non-reversionary settlement and no portion of the

Gross Settlement Amount shall revert or be paid to Defendant.

Q. "Individual Class Member Verification Form" means the form in the Class Notice Packet that details the estimated number of workweeks worked by each individual Class Member during the Class Period based on Defendant's records, and contains an estimated individual Class Settlement Share for each Class Member.

R. "Net Settlement Amount" means the amount remaining from the Gross Settlement Amount available for distribution to Participating Class Members (as defined below), which is the Gross Settlement Amount less the following (subject to and to the extent approved by the Superior Court): (1) the Class Representatives' Service Payments; (2) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and litigation expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, and attending to the administration of the Settlement); (3); and the Settlement Administrator's reasonable fees and expenses incurred in administering the Settlement.

S. "PAGA Aggrieved Employees" is defined as all employees of Defendants who were classified as non-exempt and worked within the State of California at any time from April 4, 2022 through the date the Court's grants preliminary approval of the Settlement.

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

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

V. "PAGA Payment" means the payment in the amount of $10,000 from the Gross Settlement Amount to be paid to the LWDA (65%, or $6,500.00) and the PAGA Aggrieved Employees (35%, or $3,500.00) to settle claims for civil penalties pursuant to PAGA.

W. "PAGA Period" means the time period from April 4, 2022 through the date the Court grants preliminary approval of the Settlement.

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

Y. "Participating Class Members" mean Class Members who do not timely opt-out of the Parties' Settlement before the Response Deadline.

Z. "Request for Exclusion" means a timely written and signed request (e.g., letter) submitted by a Class Member to be excluded from the Parties' Settlement, in accordance with the requirements set forth in Section II.H.3 below. To be valid, a Request for Exclusion must be returned by mail to the Settlement Administrator (as defined below) at the specified address in the Class Notice Packet and postmarked on or before the Response Deadline (as defined below). Any Class

Member who does not timely request exclusion from the Settlement in accordance with the requirements set forth herein will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by the Superior Court.

AA. "Response Deadline" means the date, thirty (30) days after the Settlement Administrator mails the Class Notice Packet, by which Class Members must submit either (1) an objection and/or a dispute to the number of workweeks detailed in the Individual Class Member Verification Form, or (2) a Request for Exclusion.

BB. "Settlement" means the terms and conditions set forth in this Agreement meant to resolve the Action.

CC. "Settlement Administrator" means Phoenix Class Action Administration Solutions, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

DD. "Settlement Share" means the total gross amount each Participating Class Member will receive as their respective portion of the Net Settlement Amount inclusive of their respective portion of the settlement.

EE. "Superior Court" or "Court" means the El Dorado County Superior Court.

II. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.**

1. Collectively, Defendant agrees to pay a total Gross Settlement Amount of $800,000.00 to resolve the Action and in exchange for the releases set forth herein by Participating Class Members. Defendant shall fund the Settlement Fund no later than fourteen (14) days after the Effective Date by transferring the Gross Settlement Amount to a qualified settlement fund established by the Settlement Administrator. Defendant shall be responsible for all Employer Payroll Contributions, which shall be paid in addition to and on top of the Gross Settlement Amount.
2. The following amounts shall be paid from the Gross Settlement Amount: (a) all individual Settlement payments (i.e., Settlement Shares) to all Participating Class Members, and all employee-side share of employment/payroll taxes; (b) Class Representative Service Payments to each of the Class Representatives of up to $30,000 each (i.e., a total of up to $60,000, collectively); (c) the Court-approved costs of third-party settlement administration by Phoenix, currently estimated not to exceed $4,500; (d) Court-approved attorneys' fees of up to 33 and 1/3% of the Gross Settlement Fund (i.e., up to $266,666.67) plus reasonable litigation expenses, subject to approval by the Court, not to exceed $15,000; and (e) the PAGA Payment in the amount of $10,000 from the Gross Settlement Amount to be paid to the LWDA (65%, or $6,500.00) and the PAGA Aggrieved Employees (35%, or $3,500.00) to settle claims for civil penalties pursuant to PAGA. No portion of the Gross Settlement Fund

shall be used to satisfy Defendant's Employer Payroll Contributions. Once all fees, costs, and Administrator payments (i.e., the amounts set forth in (b)-(d) above) have been deducted from the Settlement Fund, the entire remaining Net Settlement Amount shall be distributed to Participating Class Members in the manner outlined herein. Any funds originally designated for a Class Member who subsequently opts out of the Settlement will be distributed on a pro-rata basis to the Participating Class Members. If the Court approves less than the amounts requested in (b)-(d) above, the remainder will be retained in the Net Settlement Amount and distributed to Participating Class Members.

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

1. **Calculation**. Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Participating Class Members as follows: The Net Settlement Amount will be allocated and distributed to all participating Class Members based on the proportion of workweeks each participating Class Member worked for Defendants during the Class Period compared to all other participating Class Members with the exception that Class Members who were "Front Desk" workers will have their workweeks count as double. Payments to Participating Class Members will be calculated by assigning a certain dollar value to each workweek the Class Members worked during the Class Period. The dollar value of each workweek will be calculated by dividing the aggregate value of the Net Settlement Amount by the total number of workweeks worked during the Class Period by the Class Members who do not submit valid Requests for Exclusion. Partial weeks will be rounded up to the nearest full week. A Class Member who does not submit a valid and signed Request for Exclusion will receive a Settlement Share determined by multiplying their number of workweeks during the Class Period by the dollar value of each workweek.

2. **Tax Treatment of Settlement Payments Made to Participating Class Members**.

   a. Fifty percent (50%) of each Settlement Share will be treated as a payment in settlement of the Participating Class Member's claims for alleged statutory penalties and interest (the "Non-Wage Portion"). This Non-Wage Portion shall be reported on a Form 1099 by the Settlement Administrator and issued to each Participating Class Member.

   b. Fifty percent (50%) of each Settlement Share will be treated as a payment in settlement of the Participating Class Member's claims for unpaid wages (the "Wage Portion). Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a

Form W-2 with respect to the Wage Portion.

3. **Class Members Are Not Required to Submit a Claim Form to Receive a Share of the Settlement.** Class Members will be provided with an Individual Class Member Verification Form during the class notice process that states the total number of workweeks during the Class Period attributed to that Class Member based on Defendant's records. If the Participating Class Member does not dispute the number of workweeks set forth on the Verification Form, then the Settlement Administrator will mail that Class Member's individual Settlement Share within fourteen days (14) days of the Effective Date.

4. **Effect of Class Members Who Request to Be Excluded from the Settlement.** A Class Member who elects not to participate in the Settlement and who timely submits a Request for Exclusion in accordance with the requirements set forth in Section II.H.3 below will not share in any Settlement proceeds or be bound by the Settlement. That Class Member's workweeks will not be included in the calculations of Settlement Shares for those Class Members who do not request exclusion; and the Settlement Share that otherwise would have been payable to such Class Member will be retained in the Net Settlement Amount for distribution to all other Participating Class Members who do not request to be excluded from the Settlement.

C. **Payments to Class Representatives, Class Counsel, and Settlement Administrator.** Subject to the terms and conditions of this Agreement and approval by the Court, the Settlement Administrator will make the following payments out of the Gross Settlement Amount as follows:

1. **To the Class Representatives:** In addition their Settlement Shares, each Court-appointed Class Representative will apply to the Court for Class Representative Service Payment in the gross amount of not more than Thirty Thousand Dollars ($30,000) each. Defendant will not oppose the Class Representatives' request for a Class Representative Service Payment of up to $30,000. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court (but not more than $60,000 total) out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than $60,000 total (or, as to any individual Class Representative, an award of less than $30,000), any remainder from the amount allocated to Class Representative Service Payments from the Gross Settlement Amount will become part of the Net Settlement Amount and distributed to Participating Class Members. Tax deductions and withholdings will not be taken from the Class Representative Payments, and instead the Settlement Administrator shall issue an IRS Form 1099 to each Class Representative for these payments.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of attorneys' fees of not more than thirty-three and 1/3 percent (33 & 1/3%)

of the Gross Settlement Amount (or $266,666.67) and (b) reasonable litigation costs not to exceed $15,000 incurred in this action by Class Counsel. Defendant will not oppose Class Counsel's request for a Class Counsel Fees and Expenses Payment of these amounts. However, if the Court awards a lesser amount, it shall not affect the terms of the Parties' Settlement and any portion of the requested attorneys' fees and/or costs not approved shall become part of the Net Settlement Amount. Approval of the Settlement by the Court shall not be contingent upon the approval of attorneys' fees or costs requested by Class Counsel. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount from the Gross Settlement Amount. Tax deductions and withholdings will not be taken from the Class Counsel Fees and Expenses Payment, and instead the Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for this payment.

3. **To the Settlement Administrator**. The Settlement Administrator will pay to itself out of the Gross Settlement Amount its reasonable fees and expenses, as approved by the Court, not to exceed $6,000.

D. **PAGA Payment.** Ten thousand Dollars ($10,000) of the Gross Settlement Amount is allocated to settle claims for civil penalties under California's Private Attorney General Act, Labor Code sections 2698, *et seq.* , as follows:

1. **PAGA LWDA Award.** Seventy-five percent (65%) of the PAGA Payment, or no less than sixteen thousand two hundred and fifty dollars ($6,500.00), shall be paid to the LWDA, as required by Labor Code § 2699(i).

2. **PAGA Aggrieved Employee Award.** Thirty-five percent (35%) of the PAGA Payment, or no less than eight thousand seven hundred and fifty dollars ($3,500.00), shall be paid to PAGA Aggrieved Employees as PAGA Shares, as required by Labor Code § 2699(i).

3. **PAGA Share.** Each PAGA Share will equal the PAGA Aggrieved Employee Award amount times the ratio of (a) the number of pay periods worked by each respective PAGA Aggrieved Employee for Defendant between April 4, 2022 through the date of preliminary approval (the "PAGA Period"), and (b) the total number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.

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

5. **PAGA Aggrieved Employees May Object.** Each PAGA Aggrieved Employee will be provided with the Notice Packet that states the total number of workweeks in the PAGA Period, if any, attributable to that PAGA Aggrieved Employee. This total will be based on Defendant's records, and there will be a presumption that Defendant's records are correct, absent evidence produced to the contrary. PAGA Aggrieved Employees may submit a challenge to workweeks to the Settlement

Administrator if they believe that the number of workweeks attributed to them is incorrect. PAGA Aggrieved Employees challenging the number of workweeks attributed to them who are also Class Members shall submit any challenges to the workweeks attributed to them for purposes of the Settlement Share calculation on the same form. If the PAGA Aggrieved Employee does not timely dispute the number of workweeks, then the Settlement Administrator will mail that PAGA Aggrieved Employee their PAGA Share within fourteen (14) days after the Effective Date based on the original data provided by Defendants.

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

E. **Appointment of Settlement Administrator.** Class Counsel will ask the Court to approve Phoenix Class Action Administration Solutions as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing to all Class Members the Class Notice Packet; translating the Class Notice Packet from English to Spanish; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to field calls from Class Members in English and Spanish; receiving Requests for Exclusion from the Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusions; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator also will be responsible for issuing to the Class Representatives, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, as well as forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Class Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount, as approved by the Court.

F. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

a. The Plaintiffs shall file a motion for preliminary approval of the Parties' Settlement with the Court seeking an order granting provisional certification of the Class and preliminary approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. The Parties will agree on the form of any proposed orders filed in conjunction with the motions for preliminary and final approval, and shall work in good faith reasonably and promptly to present the Settlement to the Court for preliminary approval.

b. Except as expressly noted herein, should the Court decline to provisionally certify the class, preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree after a reasonable and good faith negotiation, the Settlement will be null and void and the Parties will have no further obligations under it.

2. **Motion for Final Approval**. The Plaintiffs will also seek to obtain from the Court, as a condition of settlement, a final order. The final order will, among other things, approve the Settlement as fair, adequate and reasonable, and incorporate the terms of the release herein.

G. **Notice to Class Members.** After the Court enters its order granting provisional certification of the Class and preliminary approval of the Settlement, every Class Member will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting preliminary approval of the Settlement and an Individual Class Member Verification Form stating the total number of work weeks attributed to that Class Member by Defendant's records and an estimated individual Settlement Share for each Class Member) in English and Spanish.

1. No later than seven (7) calendar days after the Court enters its order granting provisional certification of the Class and preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with a Class List in electronic format, containing, for each Class Member, the Class Member's full legal name, last known mailing address, social security number, telephone number and/or email address, and the dates of employment in California with Defendant.

2. Within seven (7) days after receiving the Class Members' data, the Settlement Administrator will mail the Class Notice Packets (in English and Spanish) to all identified Class Members via first-class regular U.S. Mail. Prior to the mailing of Class Notice to Class Members, the Settlement Administrator shall perform an electronic address search/check.

3. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than 7 days from receipt of the returned packet, search for a more current address for the Class Member using Accurint and other reasonable and cost-effective skip

trace methods, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Members' data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. There shall be no obligation to re-mail a notice packet more than one time. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

4. Each week, the Settlement Administrator will provide to Class Counsel and Defendant's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any requests for exclusion.

5. Not later than eighteen (18) court days prior to the Final Approval Hearing, the Settlement Administrator will serve on the Parties and cause to be filed with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

H. **Objections to Settlement; Disputing the Number of Workweeks; Requests for Exclusion.**

1. **Objection to Settlement**. A Class Member who wishes to object to any term of the Settlement may file with the Court and serve on counsel for the Parties a written objection to the Settlement setting forth the grounds for the objection. Further, Class Members, or persons purporting to object on behalf of any Class Members, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered. Should there be any written objections to the Settlement received by any counsel for the parties or the Settlement Administrator, Class Counsel and Defendant's counsel will file a response to any objection within five (5) days before the Final Approval Hearing. If a Class Member timely submits both a Request for Exclusion and an objection, the Class Member shall be deemed to have submitted only a valid objection, and the opt out shall be deemed null and void. The Settlement Administrator will share all submitted objections with the Parties, and Class Counsel will file a single packet with all objections with

the Court.

2. **Class Member Verification Form**. A Class Member who wishes to dispute the number of workweeks they worked outlined in the Class Member Verification Form sent to the Class Member as part of the Class Notice Packet may do so by notifying the Settlement Administrator in writing by either FAX, email, or mail postmarked no later than five (5) days before the Response Deadline. The Settlement Administrator will make the final determination as to the correct number of compensable workweeks for such a Class Member. In the event that any Class Member's workweeks are adjusted for purposes of their Settlement Share, any such adjustment shall be applied to the workweeks for which they are credited.

3. **Requests for Exclusion**. A Class Member who wishes to exclude themselves from the Settlement must send the Settlement Administrator a written and signed Request for Exclusion which must be postmarked no later than the Response Deadline. To be valid, a Request for Exclusion must contain the name, address, and telephone number of the Class Member requesting exclusion from the Settlement. If a question is raised about the authenticity of any Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who submits a timely Request for Exclusion will not participate in or be bound by the Settlement and the Judgment and will not receive a Settlement Share, and will retain the right, if any, they may have to pursue a claim against Defendant.

4. **Report.** Not later than five (5) days after the deadline to contest the Class Member Verification Form and request to be excluded from the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Class Members who have contested the information on their Class Member Verification Form or timely submitted a Request for Exclusion.

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

J. **Right of Defendant to Reject Settlement**. If a Class Member or Class Members opt out of the Settlement and the total number of workweeks worked by this Class Member or Class Members exceeds ten percent (10%) of the total workweeks worked by all Participating Class Members during the Class Period, Defendant shall have the option to rescind/void the Settlement. If Defendant exercises this option, the parties will be equally responsible for paying the Settlement Administrator's fees incurred as of the date they notify Class Counsel of their decision to rescind. Defendant must provide notice of their intention to rescind/void the Settlement within five (5) business days of the date on which Defendant receives from the Settlement Administrator the list of all Class

Members who have contested the information on their Class Member Verification Form or timely submitted a Request for Exclusion issued pursuant to Section II.H.3 of this Agreement.

K. **Additional Briefing and Final Approval.**

1. Not later than eighteen (18) court days before the Final Approval Hearing, the Class Representatives will file with the Court a motion for final approval of the Settlement, payment of the Settlement Administrator's reasonable fees and expenses, awards of the Class Representative Service Payments, and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.

2. If the Court does not grant final approval of the Settlement, then either Party will have the right to void the Settlement; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, and the parties shall split the Settlement Administrator's reasonable fees and expenses incurred as of the date that either party exercised the right to void the Settlement under this paragraph. However, an award by the Court of a lesser amount than that sought by the Class Representatives and Class Counsel for the Class Representative Service Payments or the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement within the meaning of this paragraph.

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

L. **Waiver of Right to Appeal**. Provided that the Judgment is consistent with the material terms of this Agreement (except as expressly addressed herein), Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered.

M. **Timing of Settlement Payments**. No later than fourteen (14) days after the Effective Date of the Settlement, as defined in this Agreement, Defendant will transfer to the Settlement Administrator the Gross Settlement Amount. The Administrator shall maintain this amount in a qualified settlement fund ("QSF"). The QSF shall be an interest-bearing escrow account established by the Administrator for the purpose of administering the payments required by this Settlement. Any interest generated by the QSF shall remain in the account and be drawn upon to make the payments required by this Settlement. If Defendant fails to timely make this payment, Class Counsel shall provide Defendant's counsel with written notice of the default. If the default is not cured within ten (10) business days of receipt of the written notice of default, then the Court shall enter judgment against Defendant for the full balance of the Gross Settlement Fund still owed. Within seven (7) days after receipt of the Gross Settlement Amount, the Settlement Administrator will pay to Class Members their individual Settlement Shares; the Class Representative Service Payments; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.

N. **Uncashed Settlement Share Checks**. A Class Member must cash their Settlement Share check within 90 calendar days after it is mailed to them. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within 60 days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing them that unless the check is cashed in the next 30 days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced but not cashed. If one or more Class Members fail to cash the check for their Settlement Shares within 90 days after it is mailed to their last known address, and if the aggregate funds represented by the uncashed checks total five thousand dollars ($5,000) or more, such remaining funds will be redistributed to each Participating Class Member who did cash their original check, applying the same pro rata formula for the original Settlement Shares. This distribution shall take place within fifteen (15) days of the check-cashing deadline. If the aggregate funds represented by the uncashed checks total less than $5,000, or any funds remain after a second distribution, they will be donated to Centro de Legal de la Raza as cy pres, with approval of the Court.

O. **Class Members Who Appear After Distribution(s)**

   a. If a Class Member who either did not receive the Class Notice or who did not receive or cash their check after the initial distribution appears before the redistribution, then the Settlement Administrator shall pay out their share before the redistribution, or any cy pres payment, occurs. This payment shall be calculated to approximate as best as possible, and as funds permit, what the Class Member should have received.

   b. If a Class Member who either did not receive the Class Notice or who did not receive or cash their check after the initial distribution and the redistribution, appears after the redistribution, and funds still remain, then the Settlement Administrator shall pay to the Class Member a share calculated to approximate as best as possible, and as funds permit, what the Class Member should have received.

   c. If more than one Class Member appears after the first distribution or redistribution, and funds still remain but are not sufficient to pay the entire

Settlement Shares, then the Settlement Administrator shall pay out the remaining funds on a pro rata basis.

d. For any redistribution that takes place, the Parties agree that the amounts shall be allocated as miscellaneous income, not subject to withholding, and will be reported on Form 1099 as needed.

P. **Certification of Class Members.** Defendant shall certify that the number of Class Members for the Settlement Period does not exceed 55 Class Members. Should the number of Class Members exceed 55 by 10 percent or more Class Members, the gross settlement amount shall be increased by $14,500 per each additional Class Member.

Q. **Release and Waiver of Claims.**

1. **Class Members.** Upon final approval of the Settlement, all Class Members who do not timely opt-out of the Settlement (i.e., all Participating Class Members) shall release all claims pled or that could have been pled in the Complaint deriving from and/or based on the facts alleged in the Complaint and arising out of or related to services to or work performed for Defendant (or any of them) during the Class Period including claims for wages, penalties, interest, attorneys' fees and/or costs, including, without limitation, all claims, causes of action, and/or requests for relief pursuant to California Labor Code sections 200-204, 210, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and §§ 2698 *et seq.* (Private Attorneys General Act), Business & Professions Code §§ 17200 *et seq.*, California Code of Regulations Title 8, § 11000 *et seq.*, 29 U.S.C. § 211(c), and all other state and local wage/hour and wage payment laws, including wage orders, and common law theories against Defendant, their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, related, and subsidiaries up to and including the Date of Preliminary Approval. ("Class Members' Released Claims")The release shall include Defendant and all of their parent, subsidiary, affiliated and related companies and entities, as well as their officers, directors, investors, owners, shareholders, employees, partners, members, agents, and attorneys, and any entities or partnerships with which they are affiliated, past or present (collectively, the "Released Parties"). Class Members' Released Claims include all claims pled or that could have been pled in the Complaint arising from or based on the facts alleged in the Complaint and arising out of or related to services to or work performed for Defendant (or any of them) during the Class Period, whether known or unknown. Thus, even if a Class Member discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of their claims, those claims will remain released and forever barred. The Release will not, however, include claims that cannot be waived or released as a matter of law. Therefore, Class Members expressly waive and relinquish the provisions, rights and benefits of

section 1542 of the California Civil Code, which reads:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.**

2. **Class Representatives Tatiana Ramirez and Andrei Stoica.** In consideration of their Settlement Shares, and the other terms and conditions of the Settlement, these two Class Representatives release any and all claims against Defendant and its related persons and entities, including but not limited to those raised in the Action; those released by Class Members as set forth above at Section II.Q.1; and those arising from or related to their employment with Defendant or the termination of their employment ("Class Representatives' Released Claims"). Class Representatives' Released Claims include all claims, whether known or unknown. Thus, even if a Class Representative discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of their claims, those claims will remain released and forever barred. The Release will not, however, include claims that cannot be waived or released as a matter of law. Therefore, because these Class Representatives are granting general release, they expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.**

R. **Miscellaneous Terms.**

1. **Revert to Status Quo.** In the event that final approval of this Settlement does not occur for any reason, the Parties shall have all rights, claims, and defenses that they had as of the date of execution of the Settlement, and all litigation deadlines shall be deemed to have been tolled as of the date of execution of the Settlement.
2. **Support of Settlement Approval.** Class Representatives and Class Counsel shall support the Settlement and its approval by the Court. Neither the Parties nor their counsel shall directly or indirectly encourage Class Members to opt out of or object to the Settlement.

3. **Neutral References.** If contacted by a third party for an employment reference about Class Representatives, Defendant will provide only the dates of their employment, positions, and most recent wage rate(s).
4. **Settlement Shares Do Not Trigger Additional Benefits.** All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Class Representatives or any Class Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle the Class Representatives or any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).
5. **No Admission of Fault.** Defendant makes no admission of wrongdoing by entering into this Settlement.
6. **No Prior Assignments.** The Parties and their counsel 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 right herein released and discharged.
7. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED

ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

8. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Settlement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement.

9. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

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

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

12. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's length negotiations, taking into account all relevant factors, current and potential. In addition, Mediator David Lowe may, at his discretion, execute a declaration supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its discretion, contact David Lowe to discuss the Settlement and whether or not the Settlement is fair and reasonable.

14. **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.

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

Class Counsel

Marco A. Palau
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Joseph D. Sutton
jds@advocatesforworkers.com
Eric S. Trabucco
est@advocatesforworkers.com
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Defendant's Counsel

Dan Robinson
attorney@dpalaw.com
Pooja Mehta
pmehta@dpalaw.com
DPA Attorneys at Law
8880 Rio San Diego Dr., Suite 800
San Diego, CA 92108
Tel: 415-309-4924

16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

III. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: 07/28/2025

Plaintiff Tatiana Ramirez

Dated: 07/28/2025 ____________________

____
Plaintiff Andrei Stoica

Dated: ____________________

____
Defendant Kuldeep Singh Mand

Dated: ____________________ ______________________________
Plaintiff Andrei Stoica

Dated: 7.28.2025 ______________________________
Defendant Kuldeep Singh Mand