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& EDUCATION OF CALIFORNIA, TODD ALLRED and
12 JENNIFER ALLRED

13 *Additional Counsel on Next Page*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF RIVERSIDE**

16 EFREN CARLOS SANCHEZ, JESSE
17 CORIA, and MAYWEATHER QUACH,
individually and on behalf of others similarly
18 situated,

19 Plaintiff,

v.

20 ENVIRONMENTAL ASSESSMENT
21 SERVICES & EDUCATION OF
CALIFORNIA, a California corporation;
22 TODD ALLRED, an individual; JENNIFER
ALLRED, an individual; SOUTHERN
23 CALIFORNIA EDISON COMPANY, a
California corporation; SOUTHERN
24 CALIFORNIA GAS COMPANY, a
California corporation; and DOES 5 through
25 50, inclusive,

26 Defendants.

Case No.: CVRI2201822

*Assigned for all purposes to the
Honorable Harold W. Hopp, Dept. 10*

CLASS ACTION

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: May 6, 2022

Trial Date: None set

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SOUTHERN CALIFORNIA EDISON COMPANY

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class & Representative Action Settlement and Release (“Settlement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Efren Carlos Sanchez, Jesse
4 Coria and Mayweather Quach (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all
5 others similarly situated and all aggrieved employees, and Defendants Environment Assessment Services
6 & Education of California (“EASE”), Southern California Edison Company (“SCEC”), Southern
7 California Gas Company (“SCGC”), and Todd Allred and Jennifer Allred (the “Allreds”)

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

- 11 1. “Action” means, collectively, the actions entitled *Efren Carlos Sanchez, on behalf of*
12 *himself and all others similarly situated v. Environment Assessment Services & Education*
13 *of California, Riverside County Superior Court Case No. CVRI2201822*; *Jesse Coria,*
14 *individually and on behalf of other aggrieved employees, v. Environment Assessment*
15 *Services & Education of California, Los Angeles County Superior Court Case No.*
16 *22STCV29394 (“Coria Action”); and Mayweather Quach, individually and on behalf*
17 *other aggrieved employees v. Environmental Assessment Services & Education of*
18 *California, et al, Riverside Superior Court Case No. CVRI2303393 (“Quach Action”).*

19 The Parties have agreed that the Complaint filed by Efren Carlos Sanchez will be
20 amended to add Jesse Coria and Mayweather Quach as plaintiffs and SCEC, SCGC, Todd
21 Allred and Jennifer Allred as Defendants, and include those claims asserted in the Coria
22 Action and Quach Action. The Coria Action and Quach Action will then be stayed, to
23 the extent they have not already been stayed, pending a final Judgement from the Court
24 on the *Sanchez* matter after final approval. The Coria Action and Quach Action will then
25 be dismissed, with prejudice, within five (5) business days of the Administrator’s receipt
26 of all funds owed pursuant to this Agreement. All parties agree that no actions will be
27 taken in the Coria Action and Quach Action pending Final Approval.

- 28 2. “Attorneys’ Fees” and “Costs.” “Attorneys’ Fees” means attorneys’ fees agreed upon by

the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action. "Costs" means out-of-pocket costs incurred and to be incurred by Class Counsel in the Action (including costs not otherwise provided by Cal. Civ. Proc. Code § 1033.5, such as expert witness fees, courier fees, software for data collection and processing, mediation fees, and travel-related costs and expenses), such as costs associated with documenting the Settlement, providing any notices to the Court as part of the Settlement or Court order, securing the Court's approval of the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request Attorneys' Fees not in excess of forty percent (40%) of the Gross Settlement Amount, which equates to One Hundred and Twenty Thousand Dollars (\$120,000.00). In addition, Class counsel will request Costs, which means those costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to Fourteen Thousand Dollars (\$14,000). In addition, Class Counsel will request costs of administering the settlement, at the quoted amount of \$5,795 but in no event to exceed \$7,000, subject to the Court's approval. Defendants agree not to oppose Class Counsel's requests for Attorneys' Fees, Costs, and requests for costs of administering the settlement as set forth above. Class Counsel agree that the Court's ruling regarding "Attorneys' Fees" and "Costs," shall be final and shall not provide grounds for withdrawing from this settlement or filing an appeal.

3. "Class Counsel" means Counsel for Plaintiffs, Zack I. Domb and Devin E. Rauchwerger of Domb & Rauchwerger LLP.

4. "Class List" means a complete list of all Class Members and PAGA Settlement Members that EASE will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's and PAGA Settlement Member's full name; most recent mailing address, telephone number, and personal and work email addresses; Social Security number; dates of employment; the respective number of Class Workweeks and PAGA Workweeks for each Class Member; and the number of miles driven by each Class

Member.

5. “Class Member(s)” or “Settlement Class” means all persons employed by EASE as an Assessor, Home Energy Specialist, Community Outreach Specialists, and Weatherization Technician in California from May 6, 2018 to December 28, 2022. Class Member(s) includes individuals who meet the requirements above but who signed individual settlement/severance agreements after May 6, 2022, as Plaintiff alleges those individuals did not receive all pertinent information which they should have been provided in order to knowingly enter into a Pick-Up-Stix settlement agreement. However, David Lopez and Gerardo Zaragoza, who otherwise would have been Class Members, signed settlement agreements after speaking with Plaintiff’s counsel and being informed of their rights, and as such, their settlement agreements are enforceable, they are not considered Class Members, and they will not receive compensation as part of this lawsuit. There are believed to be roughly 31 Class Members.

6. “Class Period” means the period from May 6, 2018, to December 28, 2022.

7. “Class Representative Enhancement Payments” means the amounts to be paid to Plaintiffs Efren Carlos Sanchez, Jesse Coria, and Mayweather Quach in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500) for Plaintiff Efren Carlos Sanchez, Five Thousand Dollars (\$5,000) for Plaintiff Jesse Coria, and Five Thousand Dollars (\$5,000) for Plaintiff Mayweather Quach. Defendants do not and will not object to Plaintiffs’ request in this amount or any lesser amount.

8. “Court” means the Riverside County Superior Court.

9. “Defendants” mean EASE, SCEC, SCGC, and the Allreds.

10. “Effective Date” means the later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an

objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement. If, however, a motion to vacate the judgment or notice of intent to move to vacate the judgment is filed within 15 calendar days after entry, then the Effective Date will be the sixty-first (61) calendar day following the Court's order denying the motion to vacate and no appeal is filed therefrom, or if an appeal is filed, the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari). If a motion to vacate is filed prior to the mailing of Class Members' settlement payments, then the administration of the settlement will be stayed, and the Settlement Administrator will return the Class Settlement Amount to Defendants.

11. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

12. "Gross Settlement Amount" means the Gross Settlement Amount of Three Hundred Thousand Dollars (\$300,000) less the Settlement Offset Payments, to be paid by EASE in full satisfaction of all Released Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payments to Plaintiffs, the PAGA Settlement Amount, and Settlement Administration Costs to the Settlement Administrator. This Gross Settlement Amount has been agreed to by Plaintiffs and EASE based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. The Parties will include credits towards the Gross Settlement Amount for previous payments already made to Class Members after May 6, 2022 in accordance with the terms outlined in paragraph 43(d) ("Settlement Offset Payments").

EASE represents that the Settlement Offset Payments equal forty-five thousand nine hundred dollars and zero cents (\$45,900.00), however this amount will be verified by Plaintiff's Counsel and the Administrator. The total amount paid by EASE in full settlement under this Agreement shall not exceed the Gross Settlement Amount less the Settlement Offset Payments.

13. "Individual Settlement Payment" means each Participating Class Member's respective share of the Net Settlement Amount.

14. "Individual PAGA Payment" means each of the PAGA Settlement Member's respective share of the PAGA Settlement Amount that is distributed to the PAGA Settlement Members.

15. "Mileage" or "Mile(s)" as used herein shall refer to each mile driven by the Class Members and PAGA Settlement Members while using their personal vehicles for work-related purposes during the Class Period, excluding up to 30 miles driven to the first job site or 30 miles driven after the last job site. All Class Members will be credited with at least one mile.

16. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, the Settlement Administration Costs and the amounts paid as individual settlements to David Lopez and Gerardo Zaragoza. The Net Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendants.

17. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must: (i) include the case name (*Efren Carlos Sanchez, on behalf of himself and all others similarly situated v. Environment Assessment Services & Education of California*) and case number (*Riverside County Superior Court Case No. CVRI2201822*), (ii) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501, or by filing in person at the

1 same location; (iii) also be mailed to the Settlement Administrator; (iv) be filed or
2 postmarked on or before the Response Deadline, (v) include the objector's full name,
3 signature, address, and telephone number, (vi) include a written statement of all grounds
4 for the objection and any legal support for such objection; (vii) include copies of any
5 papers, briefs, or other documents upon which the objection is based (if any); and (viii)
6 include a statement whether the objector intends to appear (or not appear) at the final
7 fairness hearing. Any Class Member who does not submit a timely written objection to
8 the Settlement may still appear at the Final Approval Hearing (in person or telephonically)
9 and make an objection. Any Class Member who fails to comply with the requirements of
10 this section, will be foreclosed from objecting to the Settlement and seeking any
11 adjudication or review of the Settlement, by appeal or otherwise.

12 18. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
13 attached as **Exhibit A**. The Notice Packet will also include a URL to the website
14 maintained by the Settlement Administrator that will have links to the Notice Packet,
15 Settlement Agreement, and Preliminary Approval Order. The Notice Packet will advise
16 Class Members that the Final Approval order and Judgment will be posted to the website
17 maintained by the Settlement Administrator related to the Settlement.

18 19. "PAGA Settlement Amount" means Twenty Five Thousand Dollars (\$25,000) of the
19 Gross Settlement Amount that is allocated to the resolution of PAGA Settlement
20 Members' claims arising under the Labor Code Private Attorneys General Act of 2004
21 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). Pursuant to PAGA, Seventy-Five Percent
22 (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), of the PAGA
23 Settlement Amount will be paid to the California Labor and Workforce Development
24 Agency, and Twenty-Five Percent (25%), or Six Thousand Two Hundred and Fifty
25 Dollars (\$6,250), of the PAGA Settlement Amount will be distributed to the PAGA
26 Settlement Members. There will be no reversion of the PAGA Settlement Amount to
27 Defendants.

28 20. "PAGA Settlement Members" has the same definition as the Class Members during the

PAGA Settlement Period.

21. “PAGA Settlement Period” means July 5, 2021, to December 28, 2022.

22. “Parties” means Plaintiffs and Defendants collectively.

23. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

24. “Plaintiffs” means Plaintiffs Efren Carlos Sanchez, Jesse Coria, and Mayweather Quach.

25. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

26. “Released Class Claims” means any and all claims and remedies asserted or that could have been asserted in the Action arising out of the factual allegations in the Action, including but not limited to, statutory, constitutional, tort, common law, and/or contract claims and associated relief related to alleged failure to pay wages for off-the-clock work, failure to pay split shift pay and/or reporting time pay and/or shift differentials, failure to properly calculate the regular rate of pay and/or to pay overtime for overtime hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to accrued vacation wages) on termination of employment, failure to reimburse business expenses (including but not limited to expenses for alleged uniforms and/or equipment purchases and/or maintenance, personal device usage, and personal vehicle usage), failure to provide meal and/or rest breaks, improper uniform deposit/deductions/reimbursement practices, failure to provide accurate itemized wage statements, failure to keep accurate records of hours worked, failure to provide a day of rest, and failure to timely pay all wages owed during employment. This release includes all such claims arising under Labor Code §§ 200-204, 210, 212, 215, 216, 218, 218.5, 218.6, 219, 221, 222, 223, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 256, 354, 400-410, 452, 510, 511, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1175, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2800 and 2802, 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 Released Parties.

27. “Released PAGA Claims” refers to the claims released by Plaintiffs Jesse Coria and Mayweather Quach, as agents and proxies of the LWDA, for all claims for civil penalties under PAGA, based on or arising out of alleged violations of the Labor Code sections alleged in the Complaint, or which could have been alleged under the same or similar facts pled in Plaintiff’s Complaint, including but not limited to claims under Labor Code §§, 201, 202, 203, 204, 205, 226, 226.7, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2804, 2698, 2699.3; and all claims both potential and actual, that were or may have been raised based on the facts pled in the Action or PAGA Letters for minimum wage violations, overtime wage violations, meal period violations, rest period violations, failure to reimburse for necessary business expenses, wage statement violations and waiting time penalties.

28. “Released Parties” means Defendants, their former, present and future officers, directors, employees, administrators, fiduciaries, trustees and agents, attorneys, predecessors, successors, parents, affiliates, and subsidiaries and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers.

29. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) include the case name (*Efren Carlos Sanchez, on behalf of himself and all others similarly situated v. Environment Assessment Services & Education of California*) and case number (*Riverside County Superior Court Case No. CVRI2201822*); (ii) set forth the name and last four digits of the Social Security Number of the Class Member (in the events of duplicate Class Member names) requesting exclusion; (iii) be postmarked on or before the Response Deadline; and (iv) be mailed to the Settlement Administrator. Class Members who are PAGA Settlement Members may not request exclusion from the PAGA Settlement and shall receive an Individual PAGA Payment regardless of their

1 exclusion from the Class.

2 30. "Response Deadline" means the deadline by which Class Members must postmark or fax
3 to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection
4 to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days
5 from the initial mailing of the Notice Packet by the Settlement Administrator, unless the
6 sixtieth (60th) calendar day falls on a Sunday or State holiday, in which case the Response
7 Deadline will be extended to the next day on which the U.S. Postal Service is open. Those
8 Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by
9 request, will have either (i) an additional fifteen (15) calendar days or (ii) until the
10 Response Deadline, whichever is later, to submit a Request for Exclusion or an objection
11 to the Settlement.

12 31. "Settlement Administration Costs" means the costs payable from the Gross Settlement
13 Amount to the Settlement Administrator for administering this Settlement, including, but
14 not limited to, printing, distributing, and tracking documents for this Settlement, tax
15 reporting, distributing the Gross Settlement Amount, and providing necessary reports and
16 declarations, as requested by the Parties. The Settlement Administration Costs will be paid
17 from the Gross Settlement Amount, including, if necessary, any such costs in excess of
18 the amount represented by the Settlement Administrator as being the maximum costs
19 necessary to administer the Settlement. Based on an estimated Settlement Class of
20 approximately 31 Class Members, the Settlement Administration Costs are the quoted
21 amount of \$5,795 but in no event to exceed \$7,000.

22 32. "Settlement Administrator" means Phoenix Class Action Administration Solutions or any
23 other third-party class action settlement administrator agreed to by the Parties and
24 approved by the Court for the purposes of administering this Settlement. The Parties each
25 represent that they do not have any financial interest in the Settlement Administrator or
26 otherwise have a relationship with the Settlement Administrator that could create a
27 conflict of interest.
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TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants, agree as follows:

33. The Gross Settlement Amount (“GSA”) will be used for: (i) Individual Settlement Payments; (ii) the PAGA Settlement Amount; (iii) the Class Representative Enhancement Payments; (iv) Attorneys’ Fees and Costs to Class Counsel; and (v) Settlement Administration Costs.

34. Funding of the Gross Settlement Amount. EASE will make installment payments into a Qualified Settlement Account, to be established by the Settlement Administrator, on a monthly basis, with the first payment due on the later of 1) January 15, 2025; or 2) the 1st of the month after the Court conditionally approves this Agreement (“First Payment”). After the initial payment, each additional installment payment is due by the 15th of each month after the First Payment. The first twelve installment payments for the first twelve months will each be \$6,000 (“First Installment Payments”). After the First Installment Payments, the installment payments will increase to \$14,000 per month until the full GSA balance has been deposited in the Qualified Settlement Fund. If any payment is more than fifteen (15) days past due, EASE will be considered in default. EASE will be provided Notice of Default by the 20th of the month where the default occurs and shall have until the 1st of the next month to cure the default.

35. The Allreds will provide a security interest in their second property, located at 112 Elmcrest Drive, Big Pine, California 93513 (“Secured Property”), for up to \$125,000 of the GSA. This amount will be used to pay the final \$125,000 owed on the GSA, regardless of if the property is sold at an earlier date. Should the Allreds sell the property prior to funding the GSA in its entirety, the net proceeds from the sale up to \$125,000 will, be held in trust until the GSA has been paid in full, or until there is only \$125,000 or less remaining of the GSA, at which point, the funds will be used to pay the remaining GSA. If EASE defaults on its obligations, the Secured Property may be sold at Plaintiff’s Counsel’s Discretion pursuant to the executed Deed of Trust and Power of Sale attached to this Agreement as Exhibit B, and the Net Proceeds, up to \$125,000,

1 applied to the GSA. Net proceeds shall refer to the sale price less the amount of any
2 pending mortgage and direct costs of sales. A Deed of Trust and Power of Sale shall be
3 placed on the Secured Property in the amount of not less than \$125,000. The Allreds
4 shall be prohibited from granting any superior mortgage or security interest in the
5 property until the GSA has been funded in its entirety.

6 36. Guarantor Agreement: In the event EASE defaults on its obligations and fails to cure its
7 default in accordance with the provisions of this Agreement, Defendants SCEC and
8 SCGC shall guarantee and provide for any payments that EASE defaults on up to a
9 maximum amount of one hundred twenty-nine thousand one hundred dollars (\$129,100),
10 which will be increased proportionately if the amount of the Settlement Offset Payment is
11 in fact less than \$45,900 (e.g. if the Settlement Offset Payment was actually \$30,000
12 instead of \$45,900, then SCEC and SCGC guarantee payments that EASE defaults on up
13 to a maximum amount of \$145,000 [\$300,000 GSA - \$125,000 Secured Property Interest
14 - \$30,000 Settlement Offset Payment]). SCEC and SCGC's guaranteed amount shall be
15 reduced by all payments made by EASE, except as to the final \$125,000 secured interest.
16 For example, if EASE has made initial payments of \$60,000 but defaults on the
17 remaining payments, the maximum amount guaranteed by SCEC and SCGC shall be
18 \$69,100. In the event the Secured Property has been sold, and the Net Proceeds exceed
19 \$125,000, the additional Net Proceeds shall be used to further offset any outstanding
20 amount of the GSA. If the outstanding balance of the GSA reaches \$125,000 of the GSA
21 prior to default, SCEC and SCGC's guarantee obligations shall be deemed satisfied by
22 the Security Interest in the Secured Property, and SCEC and SCGC will have no further
23 obligation under this Agreement.

24 37. To the extent SCEC and SCGC are obligated to fund a portion of the GSA as a result of
25 EASE's default, the payments will be split evenly between SCEC and SCGC. SCEC
26 and SCGC will each have the option of adopting the same installment plan outlined
27 above for EASE, or they can choose to make all payments up front to cover their
28 guarantee obligation. Nothing contained herein shall prevent SCEC and/or SCGC from

seeking indemnification from EASE for reimbursement of monies paid as a result of this guarantee obligation in the event of EASE's default.

38. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees of not more than forty percent (40%) or One Hundred and Twenty Thousand Dollars (\$120,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Fourteen Thousand Dollars (\$14,000), both of which will be paid from the Gross Settlement Amount.

39. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for Class Representative Enhancement Payments. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments.

40. Settlement Administration Costs. The Settlement Administrator will be paid for the Settlement Administration Costs.

41. PAGA Settlement Amount. Subject to Court approval, the Parties agree to the PAGA Settlement Amount and PAGA Settlement Period. There are estimated to be 10 PAGA Settlement Members who worked approximately 115 PAGA Pay Periods. There will be no reversion of the PAGA Settlement Amount to Defendants.

42. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members unless as otherwise noted below or credits referenced in other sections are applied. No portion of the Net Settlement Amount will revert to or be retained by Defendants.

43. Individual Settlement Payment Calculations to Class Members. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on

1 the number of Miles a Class Member drove with his or her personal vehicle for work-
2 related purposes during the Class Period (not including any Miles driven during the first
3 drive of the day from the Class Member's home or the last drive of the day to the Class
4 Member's home so long as the first stop of the day and the last stop of the day was 30
5 miles or less from the Class Member's home – if these miles were more than 30 miles
6 away from the Class Member's home, they shall be included in the calculation and
7 apportionment for Individual Settlement Payments). Each Class Member's Individual
8 Settlement Payment will be calculated as a percentage of his/her total miles driven in
9 relation to all miles drive by Class Members during the Class Period. Specific calculations
10 of Individual Settlement Payments to Class Members will be made as follows:

11 43(a) As part of mediation, and using documents provided by Defendant through formal and
12 informal discovery, Plaintiff's consel was able to calculate the total miles driven by each
13 Class Member during the Class Period. Plaintiff's counsel will provide each Class
14 Member's total miles driven to the Settlement Administrator.

15 43(b) The "Individual Settlement Payment" will be deemed as reimbursements for reasonable
16 and necessary costs (i.e. mileage) that the Class Members had to incur in the course and
17 scope of employment with the Defendant.

18 43(c) The entire Net Settlement Amount will be disbursed to all Class Members who do not
19 submit timely and valid Requests for Exclusion. If there are any valid and timely Requests
20 for Exclusion, the Settlement Administrator shall proportionately increase the Individual
21 Settlement Payment for each Participating Class Member according to the number of
22 Miles driven, so that the amount actually distributed to the Settlement Class equals 100%
23 of the Net Settlement Amount.

24 43(d) EASE will provide the Settlement Administrator with the amounts already paid to Class
25 Members in the form of Settlement Offset Payments (represented by Ease to be a total of
26 \$41,900 which is exclusive of amounts paid to non-Class Members David Lopez and
27 Gerardo Zaragoza). For any Class Members who received prior payments in the form of
28 Settlement Offset Payments, the Settlement Administrator shall subtract the amount the

Class Member already received in Settlement Offset Payments from that Class Member's Individual Settlement Payment. Defendant will provide Class Counsel and the Settlement Administrator with documentary evidence of the Settlement Offset Payments, including the executed release agreement and copies of the cancelled checks issued in exchange for the executed release agreement to confirm payment was received, before receiving the credit. For purposes of example only, if a hypothetical Class Member named "John Doe" is owed an Individual Settlement Payment of \$5,000, and Defendant already paid John Doe \$2,000 in exchange for signing a settlement release that was executed after the Action (such as on December 1, 2022), then John Doe would only be owed the remaining \$3,000 (because Defendant could use the amount they already paid, \$2,000, as a credit). Under no circumstances would any Class Member or Participating Class Member be required to return any funds previously paid to him or her by Defendant in exchange for the release he or she signed.

44. Individual PAGA Payments To PAGA Settlement Members. Individual PAGA Payments will be calculated using the number of pay periods in the PAGA Period and dividing it by the number of pay periods that a PAGA Settlement Member worked during the PAGA Period.

45. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members and the Individual PAGA Payments made to PAGA Settlement Members under this Settlement, as well as any other payments made pursuant to this Settlement, are not wages, and will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that the Individual Settlement Payments and Individual PAGA Payments provided for in this Settlement Agreement are the sole payments to be made by Defendant to the Class Members, and that the Class Members are not entitled to any additional or derivative compensation or benefits as a result of having received the

1 settlement payments (notwithstanding any contrary language or agreement in any benefit
2 or compensation plan document that might have been in effect during the period covered
3 by the Settlement and/or Class Period). The parties also agree that state and federal taxes
4 will not be withheld from the Individual Settlement Payments or the Individual PAGA
5 Payments.

6 46. Administration Process. The Parties agree to cooperate in the administration of the
7 settlement and to make all reasonable efforts to control and minimize the costs and
8 expenses incurred in administration of the Settlement.

9 47. Delivery of the Class List. Within twenty (20) calendar days following Preliminary
10 Approval, EASE will provide the Class List to the Settlement Administrator.

11 48. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
12 List from EASE, the Settlement Administrator will mail a Notice Packet to all Class
13 Members via regular First-Class U.S. Mail, using the most current, known mailing
14 addresses identified in the Class List. The Notice Packet will also include a URL to the
15 website maintained by the Settlement Administrator that will have links to the Notice
16 Packet, Settlement Agreement, and Preliminary Approval Order. The Notice Packet will
17 advise Class Members that the Final Approval order and Judgment will be posted to the
18 website maintained by the Settlement Administrator related to the Settlement.

19 49. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
20 Administrator will perform a search based on the National Change of Address Database
21 for information to update and correct for any known or identifiable address changes. Any
22 Notice Packets returned to the Settlement Administrator as non-deliverable on or before
23 the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
24 forwarding address affixed thereto and the Settlement Administrator will indicate the date
25 of such re-mailing on the Notice Packet. If no forwarding address is provided, the
26 Settlement Administrator will promptly attempt to determine the correct address using a
27 skip-trace, or other search using the name, address and/or Social Security number of the
28 Class Member(s) involved, and will then perform a single re-mailing. Those Class

Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

50. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total number of Miles each respective Class Member drove for EASE during the Class Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

51. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of Miles driven on record, Class Members may produce written and/or documentary evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will decide the dispute. EASE's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes must be postmarked on or before the Response Deadline and will be decided within ten (10) business days of the Response Deadline.

52. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the

Request for Exclusion valid. The Class Member will have until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must submit a timely and valid Request for Exclusion on or before the Response Deadline. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Class Members who are PAGA Settlement Members may not request exclusion from the group of PAGA Settlement Members and shall receive an Individual PAGA Payment regardless of their exclusion from the Class.

54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

55. Releases by Participating Class Members. Upon payment of the Gross Settlement Amount by Defendants, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

56. PAGA Released Claims. Upon payment of the Gross Settlement Amount by Defendants, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiffs Jesse Coria and Mayweather Quach, as agents and proxies of the LWDA, and the State of California, release Defendants for all claims for civil penalties under PAGA, based on or arising out of alleged violations of the Labor Code sections alleged in the Complaint, or which could have been alleged under the same or similar facts pled in

1 Plaintiffs' Complaint, including but not limited to claims under Labor Code §§, 201, 202,
2 203, 204, 205, 226, 226.7, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197,
3 1197.1, 1198, 2800, 2802, 2804, 2698, 2699.3; and all claims both potential and actual,
4 that were or may have been raised based on the facts pled in the Action or PAGA Letters
5 for minimum wage violations, overtime wage violations, meal period violations, rest
6 period violations, failure to reimburse for necessary business expenses, wage statement
7 violations and waiting time penalties.

8 57. Objection Procedures. To object to the Settlement Agreement, a Class Member must
9 postmark a valid Notice of Objection on or before the Response Deadline. The postmark
10 will be deemed the exclusive means for determining that the Notice of Objection is timely.
11 The Class Member may also appear or through an attorney (in person or telephonically),
12 at his or her own expense, at the Final Approval hearing. However, it is not necessary for
13 the Class Member or his or her attorney to appear at the Final Approval Hearing in order
14 for the objection to be considered by the Court. Nor is a Class Member precluded from
15 appearing at the Final Approval Hearing if he/she fails to submit an objection. Plaintiffs
16 and Defendants will be permitted to respond in writing to any such Objections no later
17 than seven (7) calendar days before the Final Approval hearing. At no time will any of
18 the Parties or their counsel seek to solicit or otherwise encourage Class Members to
19 submit written objections to the Settlement Agreement or appeal from the Order and
20 Judgment. Class Counsel will not represent any Class Members with respect to any such
21 objections to this Settlement.

22 58. Certification Reports Regarding Individual Settlement Payment Calculations. The
23 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly
24 report that certifies the number of Class Members who have submitted valid Requests for
25 Exclusion, objections to the Settlement, and whether any Class Member has submitted a
26 challenge to any information contained in their Notice Packet. Additionally, the
27 Settlement Administrator will provide to counsel for both Parties any updated reports
28 regarding the administration of the Settlement Agreement as needed or requested.

59. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar days of the full funding of the Gross Settlement Amount, the Settlement Administrator will issue payments to: (i) Participating Class Members; (ii) PAGA Settlement Members; (iii) the Labor and Workforce Development Agency; (iv) Plaintiffs; and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

60. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division. The Parties agree the Settlement is compliant with California Code of Civil Procedure section 384 because any unclaimed funds shall remain available to the recipient through the California State Controller's Office Unclaimed Property Fund.

61. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

62. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) One Hundred Percent (100%) will be allocated as non-wages (penalties, interest, and/or expense reimbursement) for which IRS Forms 1099-MISC will be issued and there will not be tax withholdings on this amount. The Parties agree that the formula for allocating the Individual Settlement Payments to Participating Class Members provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons of all claims alleged in the Action.

63. Tax Treatment of Individual PAGA Payments. Due to the Individual PAGA Payments being allocated to penalties, the entire Individual PAGA Settlement Payment to each PAGA Settlement Member shall be reported on IRS Forms 1099-MISC and there will not be tax withholdings on this amount.

64. Tax Treatment of Class Representative Enhancement Payments. Plaintiffs will be issued

an IRS Forms 1099-MISC in connection with all Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on said payments.

65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

66. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

67. 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.

68. 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.

69. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

70. Efforts to Consolidate/Coordinate Actions. Prior to filing the Motion for Preliminary Approval, Class Counsel and Defendants will make good faith efforts to amend the Complaint in *Efren Carlos Sanchez v. EASE* to add in all additional Plaintiffs, Defendants and causes of action included in the *Jesse Coria v. EASE* and *Mayweather Quach v. EASE* matters. The Parties will request that the Courts in the *Coria* and *Mayweather* matters stay the cases until approval of the filing of an Amended Complaint in the *Sanchez* matter.

71. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary

1 Approval Order for: (i) conditional certification of the Settlement Class for settlement
2 purposes only, (ii) preliminary approval of the proposed Settlement Agreement, and
3 (iii) setting a date for a final fairness hearing. The Preliminary Approval Order will
4 provide for the Notice Packet to be sent to all Class Members as specified herein. In
5 conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
6 Agreement, which sets forth the terms of this Settlement, and will include the proposed
7 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be
8 responsible for drafting all documents necessary to obtain preliminary approval. Class
9 Counsel will provide Defendants' Counsel a draft motion at least five days before filing.

10 72. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
11 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement,
12 and with the Court's permission, a final fairness hearing will be conducted to determine
13 the Final Approval of the Settlement Agreement along with the amounts properly payable
14 for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payment;
15 (iii) Individual Settlement Payments; (iv) the PAGA Settlement Amount; (v) all
16 Settlement Administration Costs. The final fairness hearing will not be held earlier than
17 thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible
18 for drafting all documents necessary to obtain final approval. Class Counsel will also be
19 responsible for drafting the attorneys' fees and costs application to be heard at the final
20 approval hearing. Class Counsel will provide Defendants' Counsel a draft motion at least
21 five days before filing.

22 73. Judgment and Continued Jurisdiction. In connection with the final fairness hearing, the
23 Parties will present the Judgment to the Court for its approval. The Notice Packet will
24 advise Class Members that the Final Approval order and Judgment will be posted to the
25 website maintained by the Settlement Administrator related to the Settlement. After entry
26 of the Judgment, the Court will have continuing jurisdiction solely for purposes of
27 addressing: (i) the interpretation and enforcement of the terms of the Settlement,
28 (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be

appropriate under court rules or as set forth in this Settlement Agreement.

74. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

75. Release by SCEC and SCGC. Based upon EASE's agreement to comply fully with the terms and conditions set forth in this Agreement, including payment of the Gross Settlement Amount, SCEC and SCGC forever release and discharge EASE from any of its defense and indemnity obligations (whether contractual or otherwise) related to the Action. If EASE fails to comply with the terms of this Settlement Agreement, resulting in Plaintiffs seeking to invoke the guarantee obligations by SCEC and SCGC, SCEC's and SCGC's release of EASE shall be deemed void *ab initio*, and of no effect. Accordingly, if EASE defaults on the terms of the Settlement Agreement resulting in Plaintiffs seeking to invoke the guarantee obligations by SCEC and SCGC, SCEC and SCGC reserve all rights, including the right to seek legal, equitable and contractual indemnification from EASE, and such rights shall be tolled until the satisfaction of the terms of the Settlement Agreement by EASE and the dismissal of this action as to SCEC and SCGC.

- 1 76. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
2 terms set forth in any attached Exhibits, which are incorporated by this reference as though
3 fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
4 the Settlement.
- 5 77. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
6 entirety of the Parties' settlement terms. No other prior or contemporaneous written or
7 oral agreements may be deemed binding on the Parties. The Parties expressly recognize
8 California Civil Code Section 1625 and California Code of Civil Procedure Section
9 1856(a), which provide that a written agreement is to be construed according to its terms
10 and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no
11 such extrinsic oral or written representations or terms will modify, vary, or contradict the
12 terms of this Settlement Agreement.
- 13 78. Amendment or Modification. No amendment, change, or modification to this Settlement
14 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.
- 15 79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate
17 this Settlement Agreement and to take all appropriate action required or permitted to be
18 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
19 execute any other documents required to effectuate the terms of this Settlement
20 Agreement. The Parties and their counsel will cooperate with each other and use their
21 best efforts to effect the implementation of the Settlement. If the Parties are unable to
22 reach agreement on the form or content of any document needed to implement the
23 Settlement, or on any supplemental provisions that may become necessary to effectuate
24 the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
25 such disagreement.
- 26 80. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
27 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
28 defined.

- 1 81. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
2 be governed by and interpreted according to the laws of the State of California.
- 3 82. Execution and Counterparts. This Settlement Agreement is subject only to the execution
4 of all Parties. However, the Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them, including electronic (e.g.,
6 DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one
7 and the same instrument.
- 8 83. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
10 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
11 litigation, taking into account all relevant factors, present and potential. The Parties further
12 acknowledge that they are each represented by competent counsel and that they have had
13 an opportunity to consult with their counsel regarding the fairness and reasonableness of
14 this Settlement.
- 15 84. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
16 invalid, the Court will first attempt to construe the provision as valid to the fullest extent
17 possible consistent with applicable precedents so as to define all provisions of this
18 Settlement Agreement valid and enforceable.
- 19 85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
20 certification for purposes of this Settlement only; including that Plaintiffs or Class Counsel
21 may not appeal any reduction to the Attorneys' Fees and Costs below the amount they
22 request from the Court. Either party may appeal any court order that materially alters the
23 Settlement Agreement's terms.
- 24 86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
25 class action certification for purposes of the Settlement only. SCEC and SCGC stipulate
26 to guarantee the obligation of EASE for Settlement only. If, for any reason, the Settlement
27 is not approved, the stipulation to certification will be void. The Parties further agree that
28 certification for purposes of the Settlement is not an admission that class action

1 certification is proper under the standards applied to contested certification motions and
2 that this Settlement Agreement will not be admissible in this or any other proceeding as
3 evidence that either (i) a class action should be certified or (ii) Defendants are liable to
4 Plaintiffs or any Class Member, other than according to the Settlement's terms.

5 87. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
6 that has arisen between them and to avoid the burden, expense and risk of continued
7 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny,
8 that they violated any federal, state, or local law; violated any regulations or guidelines
9 promulgated pursuant to any statute or any other applicable laws, regulations or legal
10 requirements; breached any contract; violated or breached any duty; engaged in any
11 misrepresentation or deception; or engaged in any other unlawful conduct with respect to
12 its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor
13 any of the negotiations connected with it, will be construed as an admission or concession
14 by Defendants of any such violations or failures to comply with any applicable law.
15 Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement
16 Agreement and its terms and provisions will not be offered or received as evidence in any
17 action or proceeding to establish any liability or admission on the part of Defendants or to
18 establish the existence of any condition constituting a violation of, or a non-compliance
19 with, federal, state, local or other applicable law.

20 88. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
21 or failure to exercise a right or remedy by any of the Parties hereto will be considered to
22 imply or constitute a further waiver by such party of the same or any other condition,
23 covenant, right or remedy.

24 89. Enforcement Actions. In the event that one or more of the Parties institutes any legal
25 action or other proceeding against any other Party or Parties to enforce the provisions of
26 this Settlement or to declare rights and/or obligations under this Settlement, the successful
27 Party or Parties will be entitled to recover from the unsuccessful Party or Parties
28 reasonable attorneys' fees and costs, including expert witness fees incurred in connection

with any enforcement actions.

90. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

91. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

92. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

93. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

94. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

06 / 04 / 2025
Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: 
EFREN CARLOS SANCHEZ

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: _____
JESSE CORIA

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: _____
MAYWEATHER QUACH

09/09/25
Dated: ~~May __, 2025~~

DEFENDANT

By: 
ENVIRONMENTAL ASSESSMENT
SERVICES & EDUCATION OF
CALIFORNIA

09/09/25
Dated: ~~May __, 2025~~

DEFENDANT

By: 
TODD ALLRED

Dated: May __, 2025

DEFENDANT

By: _____
JENNIFER ALLRED

06 / 04 / 2025
Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: 
EFREN CARLOS SANCHEZ

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: _____
JESSE CORIA

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: _____
MAYWEATHER QUACH

Dated: May __, 2025

DEFENDANT

By: _____
ENVIRONMENTAL ASSESSMENT
SERVICES & EDUCATION OF
CALIFORNIA

Dated: May __, 2025

DEFENDANT

By: _____
TODD ALLRED

09/09/25
Dated: ~~May __, 2025~~

DEFENDANT

By: 
Jennifer Allred (Sep 9, 2025 18:11:04 PDT)
JENNIFER ALLRED

1 Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

2
3 By: _____
4 EFREN CARLOS SANCHEZ

5 06 / 02 / 2025
Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

6
7 By: Jesse Coria
8 JESSE CORIA

9 Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

10
11 By: _____
12 MAYWEATHER QUACH

13 Dated: May __, 2025

DEFENDANT

14
15 By: _____
16 ENVIRONMENTAL ASSESSMENT
17 SERVICES & EDUCATION OF
CALIFORNIA

18 Dated: May __, 2025

DEFENDANT

19
20 By: _____
21 TODD ALLRED

22 Dated: May __, 2025

DEFENDANT

23
24 By: _____
25 JENNIFER ALLRED

1 Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

2
3 By: _____
4 EFREN CARLOS SANCHEZ

5 Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

6
7 By: _____
8 JESSE CORIA

9 06 / 06 / 2025
Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

10
11 By:  _____
12 ~~MAYWEATHER QUACH~~
13 MAY QUACH

14 Dated: May __, 2025

DEFENDANT

15 By: _____
16 ENVIRONMENTAL ASSESSMENT
17 SERVICES & EDUCATION OF
CALIFORNIA

18 Dated: May __, 2025

DEFENDANT

19
20 By: _____
21 TODD ALLRED

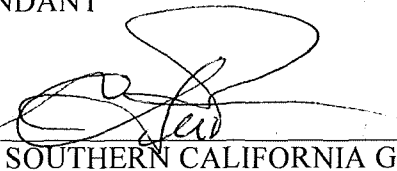
22 Dated: May __, 2025

DEFENDANT

23
24 By: _____
25 JENNIFER ALLRED

1 Dated: May 28, 2025

DEFENDANT

2
3 By: 

4 SOUTHERN CALIFORNIA GAS
5 COMPANY

6 Dated: May __, 2025

DEFENDANT

7
8 By: _____

9 SOUTHERN CALIFORNIA EDISON
10 COMPANY

11 **APPROVED AS TO FORM:**

12 Dated: May __, 2025

DOMB & RAUCHWERGER, LLP

13 By: _____

14 ZACK I. DOMB
15 DEVIN E. RAUCHWERGER
16 *Attorneys for Plaintiffs*
17 EFREN CARLOS SANCHEZ, JESSE CORIA
18 AND MAYWEATHER QUACH

19 Dated: May __, 2025

TENCER SHERMAN, LLP

20 By: _____

21 SAM G. SHERMAN
22 *Attorneys for Defendants*
23 ENVIRONMENTAL ASSESSMENT
24 SERVICES & EDUCATION OF
25 CALIFORNIA, TODD ALLRED and
26 JENNIFER ALLRED
27
28

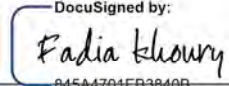
1 Dated: May __, 2025

DEFENDANT

2
3 By: _____
4 SOUTHERN CALIFORNIA GAS
5 COMPANY

6 6/12/2025
Dated: May __, 2025

DEFENDANT

7
8 By:  _____
9 SOUTHERN CALIFORNIA EDISON
COMPANY

10 **APPROVED AS TO FORM:**

11 Dated: June 09, 2025

DOMB & RAUCHWERGER, LLP

12
13 By: _____
14 ZACK I. DOMB
15 DEVIN E. RAUCHWERGER
16 *Attorneys for Plaintiffs*
EFREN CARLOS SANCHEZ, JESSE CORIA
AND MAYWEATHER QUACH

17
18 Dated: May __, 2025

TENCER SHERMAN, LLP

19
20 By: _____
21 SAM G. SHERMAN
22 *Attorneys for Defendants*
23 ENVIRONMENTAL ASSESSMENT
24 SERVICES & EDUCATION OF
25 CALIFORNIA, TODD ALLRED and
26 JENNIFER ALLRED
27
28

1 Dated: May __, 2025

DEFENDANT

2
3 By: _____
4 SOUTHERN CALIFORNIA GAS
5 COMPANY

6 Dated: May __, 2025

DEFENDANT

7
8 By: _____
9 SOUTHERN CALIFORNIA EDISON
10 COMPANY

11 **APPROVED AS TO FORM:**

12 Dated: June 09, 2025

DOMB & RAUCHWERGER, LLP

13 By: 
14 ZACK I. DOMB
15 DEVIN E. RAUCHWERGER
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19 Dated: September 9, 2025

TENCER SHERMAN, LLP

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25 CALIFORNIA, TODD ALLRED and
26 JENNIFER ALLRED
27
28

1 Dated: May 29, 2025

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10 Dated: May __, 2025

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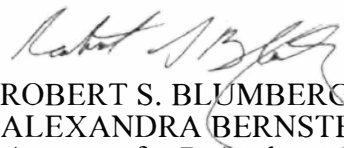
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10 June 12, 2025
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