STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiff Alicia Esquivel Gerlette ("Plaintiff" or "Class Representative"), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Altman Specialty Plants, LLC ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Julie Vogelzang of Schor Vogelzang & Chung LLP (collectively, "Defense Counsel").

On May 10, 2023, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court, titled *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Case No. 30-2023-01324651-CU-OE-CXC (the "Action"). On October 23, 2023, Plaintiff filed the operative First Amended Complaint, alleging that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all lawful rest periods; (v) failed to timely pay all final wages due upon separation from employment; (vi) failed to reimburse all necessary business expenditures; (vii) failed to comply with California's Unfair Competition laws; and (viii) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA").

As a material term of this Settlement, the Parties agree and stipulate that Plaintiff will submit an amended letter to the California Labor and Workforce Development Agency ("LWDA") and file a Second Amended Complaint adding allegations under the California Labor Code and applicable wage orders that Defendant failed to provide heat recovery periods, failed to issue accurate itemized wage statements, failed to maintain accurate records, failed to pay wages timely during employment, failed to pay temporary employees' wages, failed to pay agriculture employees at least twice per month, failed to correctly calculate rest period pay for piece rate employees, failed to pay at least the minimum wage, and failed to pay all required sick pay.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 ("Class Period") and who did not sign an arbitration agreement containing a class action waiver.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff**. Plaintiff, and each Settlement Class member who does not timely opt-out of the Settlement (except as to the PAGA claims specified below), shall fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Released Parties") as follows:

A. **Release of Class Claims**. All Settlement Class members who do not timely opt out shall, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period ("Released Claims"). Released Claims under this paragraph shall include, but are not necessarily limited to, claims for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; (14) failure to pay all required sick pay; (15) as well as any and all damages, restitution, disgorgement, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. Released Claims do not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Action or outside the Class Period.

B. **Release of PAGA Claims.** It is understood and acknowledged that all current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the "PAGA Period") shall be referred to as the "PAGA Aggrieved Employees" and will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the class action portion of the Settlement. All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff's LWDA letter dated June 14, 2023 and Plaintiff's amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims"). PAGA Released Claims include, but are not necessarily limited to, penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; and (14) failure to pay all required sick pay.

C. In light of Plaintiff's Class Representative Enhancement Award, Plaintiff agrees to a general release, as an individual and in addition to the Released Claims described above, of any and all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

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

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement shall become effective on the date upon which the Court signs and makes accessible to Defendant (whether via mailed notice or electronically on the Court's docket) an order granting final approval of the Settlement Agreement ("Effective Date").

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.

B. The Maximum Settlement Amount shall be paid by Defendant thirty (30) calendar days after the Effective Date. The Maximum Settlement Amount shall be deposited with the Settlement Administrator and held in an established, interest-bearing Qualified Settlement Fund ("QSF").

C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class members;

(2) All costs of the Settlement Administrator which are not to exceed $34,500.00;

(3) Up to $10,000.00 for Plaintiff's Class Representative Enhancement Award in recognition for Plaintiff's contributions to the Action and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

(4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at $166,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than $30,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and

(5) Fifty Thousand Dollars and Zero Cents ($50,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or $37,500.00, will be payable to the LWDA, and the remaining 25%, or $12,500.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.

D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

F. **Escalator Clause.** Defendant represents that as of the date of mediation, there were an estimated 12,395 aggregate workweeks worked by the approximately 246 Settlement Class members, and 162,478 aggregate pay periods worked by the approximately 5,090 PAGA Aggrieved Employees, through the date of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members from May 10, 2019 through the date of mediation exceeds 10% of 12,395 workweeks (i.e., exceeds 13,634 workweeks) and/or the actual number of aggregate pay periods worked by the PAGA Aggrieved Employees between June 14, 2022 through the date of mediation exceeds 10% of 162,478 pay periods (i.e., exceeds 178,725 pay periods), then the Gross

Settlement Amount will be increased on a pro rata basis for each workweek above 13,634 workweeks or each pay period above 178,725, whichever is the greater percentage increase.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

   A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Award, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

   B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:

      i. <u>PAGA Amount</u>: The $12,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

      ii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

   C. Within ten (10) business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.

   D. Each Individual Settlement Payment shall be allocated as twenty percent (20%) wages (subject to applicable withholdings), and eighty percent (80%) interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.

E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be transmitted by the Settlement Administrator, in the name of the participating Settlement Class member, to the State of California's Unclaimed Property Division.

F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be $166,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed $30,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for a Class Representative Enhancement Award in the amount of $10,000.00 for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to $34,500.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendant comprising the Maximum Settlement Amount, sending

Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for this Settlement;

B. Appointing Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden K. Khachadoorian of Haines Law Group, APC as Class Counsel;

C. Appointing Plaintiff Alicia Esquivel Gerlette as Class Representative for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class and PAGA Action Settlement, Notice of Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within fifteen (15) court days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period ("Class Data"). To protect Settlement Class members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to Class Data to effect and perform under this Agreement.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement

Class member and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

D. <u>Requests for Exclusion.</u> Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) be signed by the Settlement Class member; and (3) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the Judgment. The Parties and their respective counsel each agree that they will not distribute to any Settlement Class member any documents, notices, or information regarding the Action or the settlement other than documents, notices, or information approved by the Court, including but not limited to any documents, notices, or information that would encourage or discourage a Settlement Class member from opting out, unless a specific request is first made to them by the Settlement Class member.

iii. PAGA Aggrieved Employees. All PAGA Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the class action portion of the Settlement.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

H. Notice of Final Judgment. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and

C. Entering judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise indirectly or directly disclose or publicize the terms or contents of the Settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law.

14. **No Publicity**. Prior to preliminary approval, Class Counsel shall not publicize the settlement on its website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or Class Counsel receive an inquiry about the settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in

this settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90245 fschmidt@haineslawgroup.com
if to Defendant:	Julie A. Vogelzang of Schor Vogelzang & Chung LLP 2170 Fourth Avenue, San Diego, CA 92101 julie@svclegal.com

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** The Parties agree that the Orange County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

ALICIA ESQUIVEL GERLETTE

Dated: 05/13/25

Alicia Gerlette (May 13, 2025 15:23 PDT)

Alicia Esquivel Gerlette, Plaintiff

ALTMAN SPECIALTY PLANTS, LLC

Dated: ______________

____

By: ______________

Its: ______________

APPROVED AS TO FORM:

Dated: ______________

HAINES LAW GROUP, APC

By: ______________________

Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

Dated: ______________

SCHOR VOGELZANG & CHUNG LLP

By: ______________________

Julie A. Vogelzang
Attorneys for Defendant