

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between: plaintiff Daniel Ruiz (“Plaintiff”) and defendant DCCCA1, Inc. d/b/a Doppelmayr Cable Car (“DCCCA1” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” This Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis, subject to the following terms and conditions. If the Court does not enter an order granting final approval of this Agreement or the conditions precedent are not met for any reason, the Agreement is void and of no force and effect whatsoever.

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s putative class action lawsuit alleging wage and hour violations against DCCCA1 captioned Daniel Ruiz v. DCCCA1, Inc., Case Number 23CV040128, initiated on August 7, 2023, and pending in Superior Court of the State of California, County of Alameda.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for DCCCA1 in California during the PAGA Period. Defendant represents that as of April 7, 2025, there are approximately 63 Aggrieved Employees that worked a total of approximately 2,065 pay periods during the PAGA Period.

1.5. “Class” means all current and former non-exempt employees who worked for DCCCA1 in California any time or times during the Class Period. Defendant represents that as of April 7, 2025, the Class consists of approximately 102 Class Members that worked at total of approximately 8,928 workweeks during the Class Period.

1.6. “Class Counsel” means Taylor B. Graham and Brent E. Pelton of Pelton Graham LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in DCCCA1’s possession

including the Class Member's name, last-known mailing address, Social Security number, and number of workweeks worked during the Class Period and number of PAGA Pay Periods.

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

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court-approved NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from August 7, 2019, to the date of Preliminary Approval.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action, Daniel Ruiz, who is seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Alameda.

1.16. "Defendant" means named Defendant DCCCA1, Inc.

1.17. "Defense Counsel" means Mollie M. Burks, Mana Koleini and Sat Sang S. Khalsa of Gordon Rees Scully Mansukhani, LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Employee's Taxes and Required Withholding" shall mean the employee's share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State Unemployment Tax Act (SUTA) on the portion of any Participating Class Member's Individual Class Payment that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld from and paid out of the Individual Class Payments paid from the Net Settlement

Amount.

1.20. “Employer’s Taxes” means and refers to Defendant’s share of payroll taxes (e.g., Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion of any Participating Class Member’s Individual Class Payment that constitutes wages. The Employer’s Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or the Net Settlement Amount.

1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.24. “Gross Settlement Amount” means the non-reversionary total gross amount of One Million Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. Separately from the Gross Settlement Amount, Defendant agrees that DCCCA1 will pay any required employer payroll taxes owed on the wage portions of the Individual Class Payments.

1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked for Defendant and the position(s) held during the Class Period.

1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for DCCCA1, Inc. for at least one day during the PAGA Period.

1.33. “PAGA Period” means the period from August 9, 2022, to the date of Preliminary Approval.

1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. “PAGA Notice” means Plaintiff’s August 9, 2021, letter to DCCCA1 and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of PAGA claims.

1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. “Plaintiff” means Daniel Ruiz, the named plaintiff in the Action.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.43. “Released Parties” means: DCCCA1, Inc., Doppelmayr Cable Care America, Inc., Doppelmayr USA, Ltd., and each of their respective past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, awarding bodies, higher-tiered contractors, temporary staffing agencies and employees thereof, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service providers, alter egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of

their respective past and present employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. PAGA Settlement Class members shall not be eligible to opt out of the portion of the settlement allocated toward PAGA penalties.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Workweek” means any week during which a Class Member worked for DCCCA1, Inc. for at least one day during the Class Period.

2. RECITALS.

2.1. On August 7, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay prevailing wages on public works projects, in violation of Cal. Labor Code §§ 1720 et seq.; (2) failure to authorize and permit rest periods, in violation of Cal. Labor Code § 226.7 and Wage Order No. 16; (3) failure to provide meal periods, in violation of Cal. Labor Code §§ 226.7, 512 and Wage Order No. 16; (4) failure to pay all wages due at separation, in violation of Cal. Labor Code §§ 201, 202 and 203; and (5) unfair competition, in violation of Cal. Business & Professions Code §§ 17200 et seq. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in in the Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On October 19, 2023, pursuant to the Parties’ agreement, Plaintiff filed a first amended complaint, adding a claim pursuant to PAGA.

2.4. On August 13, 2024, the Parties participated in an all-day mediation presided over by Jason Marsili, at the conclusion of which the parties agreed to file cross-motions for summary adjudication, to narrow the issues in dispute. Over the course of the next several months, leading up to the Parties’ agreed-to deadline to file their cross-motions, Mr. Marsili continued to confer with the Parties to see if resolution was possible. Ultimately, with the aid of a mediator’s proposal, the Parties reached the terms of this Agreement to settle the Action.

2.5. Prior to the mediation session on August 13, 2024, Plaintiff obtained, through

informal discovery, time and pay data for the putative class for the period August 2019 through March 2024, as well as information concerning the BART OAC project worked on by putative class members. Following the mediation, in anticipation of the Parties' cross-motions, Plaintiff sought and obtained Defendant's consent to file a second amended complaint, to add a claim for breach of contract. Plaintiff filed his Second Amended Complaint on January 31, 2025.

2.6. Pursuant to the Parties' agreement, the Parties exchanged additional documents and information upon which they intended to rely in making their cross-motions. Plaintiff also exchanged with Defendant a proposed stipulation of facts, which facts Plaintiff proposed that the Court agree to in deciding the Parties' respective cross-motions. The Parties ultimately reached an agreement to resolve the litigation within two weeks of their deadline to file their cross-motions. Based on the discovery obtained both before and after mediation, Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7. In connection with this Agreement, the Parties agreed to Plaintiff filing a further amended complaint, which included all of the claims and allegations that the Parties' discussed in their settlement negotiations and which were included in the mediator's proposal that resulted in this Agreement. On April 15, 2025, Plaintiff filed an amended PAGA Notice with the LWDA and filed his Third Amended Complaint, which became the Operative Complaint in this Action.

2.8. The Court has not granted class certification. For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this conditional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns. The certification of the Settlement Class shall not constitute, in any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial purposes is or would be warranted, appropriate, or proper; or that Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the Action. If the Settlement Agreement is not finally approved by the Court, the Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be automatically vacated, void *ab initio*, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action, or in any other action, have been, are, or can be satisfied. Further, if the Agreement does not reach the Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary approval of the Settlement Class in connection with any later proceeding before the Court.

2.9. The documents and data exchanged in this matter, as well as discussions between counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their positions and to evaluate the value of the Class claims. The informal discovery conducted in this Action and the information exchanged by the Parties through pre-mediation discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis. The Class Representative and Class Counsel believe that the claims, causes of action, allegations, and contentions in the Action have merit. However, the Class Representatives and Class Counsel recognize and acknowledge the expense and

delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification and trying the Settlement Class claims. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action. The Class Representative and Class Counsel believe that the settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Class, and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the settlement set forth in this Agreement is in the best interests of Plaintiff and the Class Members.

2.10. The Settlement set forth herein intends to achieve the following: (1) entry of an order approving the Settlement; (2) entry of judgment of the Action; (3) discharge of the Released Parties from liability for any and all of the Released Claims; and (4) discharge of Defendant from liability for any and all claims arising out of the Action.

2.11. For purposes of this Agreement and subject to the Court's approval, the Parties agree to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement pursuant to this Agreement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay the total gross amount of One Million Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount and other actions and forbearances taken by Defendant and/or shall constitute adequate consideration for the Class Settlement and will be made in full and final settlement of: the Released Claims, the Class Counsel Litigation Expenses and Fees Payments, Administration Expenses Payment, the Class Representative Service Payment, the PAGA Penalties (and any payments to individual Aggrieved Employees resulting from the PAGA Penalties), and any other obligation of Defendant under this Agreement (other than the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).

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

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed

this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33.33%), which is currently estimated to be \$533,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Court approval of a Class Counsel Fees Payment of Class Counsel Litigation Expenses Payment lower than the applicable amounts above is not grounds to challenge/void this Agreement. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The Class Counsel Fees and Litigation Expenses Payment approved by the Court shall reflect: **(a)** all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of the Settlement Agreement; **(b)** all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; **(c)** all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and **(d)** may be based on the "catalyst theory" and/or the "common fund doctrine."

3.2.3. To the Administrator: An Administrator Expenses Payment in connection with its administration of the Settlement, including, but not limited to, providing Class Notice, locating Class Members, processing opt- out requests and objections, distributing the portion of the PAGA Penalties payable to the LWDA, distributing the portion of the PAGA Penalties payable to the Aggrieved Employees, and administering and distributing Individual Class Payments and related tax forms to the Participating Class Members, that is not to exceed \$5,950.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment is calculated in accordance with the following formula, which accounts for the differing claims among the Class Members: (a) each Participating Class Member will receive five (5) points for each Workweek worked as a "maintenance technician" for Defendant during the Class Period; (b) each Participating

Class Member will receive one (1) point for each Workweek worked in a position other than “maintenance technician” for Defendant during the Class Period; (c) the Net Settlement Fund will be divided by the aggregate number of points allocated to all Participating Class Members to determine the dollar value of each point (the “Point Value”); and (d) each Participating Class Member’s total points will be multiplied by the Point Value to determine his or her Individual Class Payment. Defendant will provide the Administrator with any information reasonably necessary to perform the calculation of points for each Class Member, and any other reasonably required information the Administrator requests to perform the calculations required under this Agreement. Defendant shall have no responsibility for deciding the validity of the Individual Class Payments or any other payments made pursuant to this Agreement, shall have no involvement in or responsibility for the determination or payment of Employee’s Taxes and Required Withholding, and shall have no liability for any errors made with respect to such Employee’s Taxes and Required Withholding. Although the Administrator will calculate and pay the standard Employee’s Taxes and Required Withholding on the portion of the Individual Class Payment constituting wages on their behalf, Plaintiff and Participating Class Members represent and understand that they shall be solely responsible for any and all tax obligation associated with their respective Individual Class Payment and Class Representative Service Payment.

3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy percent (70%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for penalties and twenty percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest (together, the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Prior to the funding of the Gross Settlement Amount and distribution, the Settlement Administrator shall calculate the total employer taxes due on the wage portion of the Participating Class Members’ Individual Class Payments and issue instructions to Defendant to separately fund these tax obligations/withholdings.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims in this action, in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved

Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Individual PAGA Payments shall be treated as payments owing for penalties and interest thereon and shall not be considered wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5.3. Defendant will provide the Administrator with any information reasonably necessary to perform the calculation of number of pay periods worked for each Aggrieved Employee, and any other reasonably required information the Administrator requests to perform the calculations required under this Agreement. The Aggrieved Employees shall be solely responsible for any and all tax obligations associated with their respective shares of the PAGA Penalties.

3.3 No Effect on Employee Benefit Plans. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on an ongoing basis as salary, earnings, wages, or any other form of compensation for purposes of Defendant benefit plans, policies, or bonus programs. Defendant retains the right to modify the language of their benefit plans, policies, or bonus programs to reflect this intent and to make clear that any amounts paid pursuant to this Agreement are not for “hours worked,” “weeks worked,” “weeks paid,” or any similar measuring terms as defined by applicable plans, policies, or bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Hours and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 102 Class Members who collectively worked a total of 8,928 Workweeks, and 63 Aggrieved Employees who worked a total 2,065 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross

Settlement Amount and the Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. Within one hundred fifty (150) days of mailing the Individual Class Payments to Participating Class Members, the Administrator shall file with the Court and provide to Class Counsel a declaration of payment. If any Participating Class Member is deceased, payment shall be made payable to the estate of that Class Member and delivered to the executor or administrator of the estate, unless the Administrator has received an affidavit or declaration pursuant to California Probate Code section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

4.4.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Administrator shall not distribute the funds to California Controller's Unclaimed Property Fund until after the Court has approved the

final accounting.

4.4.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

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

5.1 Plaintiff's Release. On the date the Court grants preliminary approval, as a condition of receiving any portion of the Class Representative Service Payment, Plaintiff, in his individual capacity and on behalf of all persons purporting to act on his behalf (including, but not limited to, his dependents, heirs, assigns, beneficiaries, devisees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, direct or indirect, or any other type or in any other capacity), fully and finally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, including, but not limited to, failing to pay wages for all work performed; failing to pay overtime compensation for all overtime hours worked; failing to authorize and permit rest periods or pay premiums for missed rest periods; failing to provide meal periods or pay premiums for missed meal periods; failing to indemnify necessary business expenses; failing to pay prevailing wages for work on public works; failing to pay all wages when due upon separation; and failing to provide accurate itemized wage statements, including claims under California Labor Code §§ 201, 202, 203, 2024, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, 1720 et seq., 1770 et seq., 2802, and the California Industrial Welfare Commission Wage Order 16-2001 and others that may be applicable and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action, including, but not limited to, violations of the Labor Code for failure to pay prevailing wages and benefits, failure to pay all unpaid wages and overtime wages, failure to authorize and permit rest periods or pay premiums for missed rest periods; failure to provide meal periods and pay premiums for missed meal periods, failure to provide accurate wage statements, and failure to provide all wages earned and unpaid at separation, and released under 5.2, below ("Plaintiff's Released Claims"). Plaintiff's Released Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Plaintiff's Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Defendant disputes such claims and has a good faith basis for believing those claims are invalid (a bona fide dispute exists), and as detailed in this Agreement, Plaintiff accepts the Class Representative Service Payment, and any consideration he is entitled to as a Participating Class

Member via this Agreement, as consideration for the release of any and all undisputed claims as a compromise and release for any and all disputed claims. Plaintiff acknowledges the payment of this compensation constitutes ample consideration, the sufficiency of which is hereby acknowledged, for Plaintiff's promises in this Agreement.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any and all claims involving any alleged failure to pay wages for all work performed; failure to pay overtime compensation for all overtime hours worked; failure to authorize and permit rest periods or pay premiums for missed rest periods; failure to provide meal periods or pay premiums for missed meal periods; failure to indemnify necessary business expenses; failure to pay prevailing wages for work on public works; failure to pay all wages when due upon separation; and failure to provide accurate itemized wage statements, including claims under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 1720, 2802, and Business & Professions Code §§ 17200 *et seq.*, and the California Industrial Welfare Commission Wage Order 16-2001 and others that may be applicable. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period, facts stated in the Operative Complaint, the PAGA Notice, as amended, and ascertained in the course of the Action, including, failure to pay wages for all work performed; failure to pay overtime compensation for all overtime hours worked; failure to authorize and permit rest periods or pay premiums for missed rest periods; failure to provide meal periods or pay premiums for missed meal periods; failure to indemnify necessary business expenses; failure to pay prevailing wages for work on public works; failure to pay all wages when due upon separation; and failure to provide accurate itemized wage statements.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly

prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and which provides the information required by CCP 382.4; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

experiences administering settlements.

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

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

7.4 Notice to Class Members.

7.4.1 Within thirty (30) days after the Preliminary Approval Date, Defendant shall provide the Administrator and Class Counsel with an updated list of Class Members and Aggrieved Employees, containing names, social security numbers, dates of employment, position(s) held, last-known addresses, and phone numbers, to the extent known to Defendant (the “Class Data”).

7.4.2 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify all Parties that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.3 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Hours and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.4 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.5 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.6 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,

and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number, and signature, and should state something to the effect of: *"I wish to be excluded from the Settlement Class in the Ruiz v. DCCCA1, Inc. lawsuit. I understand that if I ask to be excluded from the settlement class, I will not receive any money from the class settlement of this lawsuit and will not be releasing any claims I might have."* To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 At least twenty-one (21) days prior to the Final Approval and Fairness Hearing, the Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the number of Class Members to whom the Class Notice was sent and the number of Class Members to whom the Class Notice was not delivered, as well as information relating to the number of Requests for Exclusion and objectors. Class Counsel shall file this declaration with the Court.

7.5.4 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.5 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement

and are eligible for an Individual PAGA Payment. A Request for Exclusion from the Settlement shall not serve to exclude the Class Member from their individual PAGA Penalty payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice (“Workweek Dispute”). The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator shall immediately provide copies of any such Workweek Disputes to Class Counsel and Defense Counsel. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator will jointly work with Class Counsel and Defense Counsel to resolve the dispute in good faith. The Administrator’s determination of each Class Member’s allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination the challenges.

7.7 Objections to Settlement.

7.7.1 The Class Notice shall inform Class Members of their right to object to the Settlement if they do not opt out.

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

7.7.3 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. The objection should include the case name and number and must set forth, in clear and concise terms, a statement of the reason(s) why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. In addition, or in the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator’s mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Class Notice. The Administrator will be responsible for mailing the Class Notice

(Exhibit A) to Class Members.

7.8.2 Payments and Taxes. The Administrator will be responsible for determining the Individual Class Payments; determining individual payments to Aggrieved Employees; maintaining the settlement funds in an appropriate interest-bearing account; preparing, administering, and distributing Individual Class Payments to Participating Class Members; preparing, administering, and distributing individual payments to Aggrieved Employees; and distributing the portion of the PAGA Payment payable to the LWDA. The Administrator will also handle all tax document preparation and reporting, including state and federal tax forms, if any.

7.8.3 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment (if separate from the Motion for Final Approval), Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.4 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.5 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Administrator will serve on Class Counsel and Defense Counsel, via email, date stamped copies of the original Requests for Exclusion and objections no later than seven (7) days after their receipt. The Weekly Reports must also include the Administrator’s assessment of the validity of Requests for Exclusion.

7.8.6 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.7 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement,

including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.8 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.9 Expenses. Administrative Expenses are not anticipated to exceed \$5,950.00. Prior to the calculation and distribution of the Individual Class Payments, the Administrator shall calculate the total Administrative Expenses through the conclusion of their services and such actual amount will be deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement Amounts.

8. NULLIFICATION OF THIS SETTLEMENT AGREEMENT.

8.1.1 Non-Approval of This Settlement Agreement. The Settlement and conditional class certification shall be considered null and void; neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings shall be of any force or effect; and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, if any of the following occur: (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties' (b) the Court should for any reason fail to enter a judgment with prejudice of the Action; or (c) the approval of the Settlement and judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in this Agreement to facilitate approval.

8.1.2 Invalidation. Invalidation of any material portion of this Agreement shall invalidate the Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

8.1.3 Stay on Appeal. If a timely appeal from the approval of the Settlement and judgment, the judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE

9.1 Based on its records, Defendant estimates that, as of the date of this

Settlement Agreement, (1) there are 102 Class Members and 8,928 Workweeks worked during the Class Period and (2) there were 63 Aggrieved Employees who worked 2,065 PAGA Pay Periods during the PAGA Period.

- 9.2 The Gross Settlement Amount was agreed upon based on Defendant's representations of the total number of Workweeks in the Class Period. If the actual total number of Workweeks during the Class Period exceeds 8,928 by more than ten percent (10%), Defendant, at its option, may agree to either (i) de-escalate the Class Period so that the Class Period ends on the date that the Workweek count totals no more than 9,821; or (ii) pay the pro-rata percentage increase in excess of 10% of the Gross Settlement Amount to include the additional workweeks (e.g., an 11% increase in workweeks would result in a 1% increase in the Gross Settlement Amount). For example, if the total number of Workweeks increased by 11% beyond the 8,928 Workweeks (i.e., to approximately 9,821 Workweeks), the Gross Settlement Amount will increase by 1% (actual increase minus the 10% tolerated increase). If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the Class Counsel Fees Payment will increase proportionately such that the total amount of attorneys' fees remains one-third (33.33%) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.
- 9.3 If class members representing more than 5 percent of the total pro rata Point Value submit exclusion forms of any kind, Defendant may exercise the option to withdraw from the settlement and this Agreement is entirely void.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The

Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification

of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and DCCCA1, Inc., respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of

any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The Parties agree to abide by all of the terms of this Agreement in good faith and to support the Settlement fully and use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or the Parties' counsel on their behalf.

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

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is

inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Pelton Graham LLP
Taylor B. Graham
graham@peltongraham.com
Brent E. Pelton
pelton@peltongraham.com
220 Montgomery Street, Suite 2100
San Francisco, CA 94104

To Defendant:

Gordon Rees Scully Mansukhani, LLP
Mollie M. Burks
mburks@grsm.com
Sat Sang S. Khalsa
skhalsa@grsm.com
Mana Koleini
mkoleini@grsm.com
315 Pacific Avenue
San Francisco, CA 94111

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

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

For Plaintiff:

DocuSigned by:

5B5288712F364EC...
Daniel Ruiz

6/16/2025
Date

DocuSigned by:

0005EEB19EA2420...
Taylor D. Graham
Brent E. Pelton
Attorneys for Plaintiff
Daniel Ruiz

6/16/2025
Date

For Defendant:

DCCCA1, Inc.
Dean Hurst
Chief Operating Officer

Date

Mollie M. Burks
Sat Sang S. Khalsa
Attorneys for Defendant
DCCCA1, Inc.

Date

For Plaintiff:

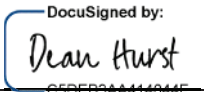
Daniel Ruiz

Date

Taylor B. Graham
Brent E. Pelton
Attorneys for Plaintiff
Daniel Ruiz

Date

For Defendant:



DCCCA1, Inc.
Dean Hurst
Chief Operating Officer

June 16, 2025 | 3:05 PM PDT

Date



Mollie M. Burks
Sat Sang S. Khalsa
Attorneys for Defendant
DCCCA1, Inc.

June 17, 2025

Date

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

(Daniel Ruiz v. DCCCA1, Inc., Case No. 23CV040128)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against DCCCA1, Inc. d/b/a Doppelmayr Cable Car (“DCCCA1” is used herein as a placeholder) for alleged unpaid wages and premiums, including prevailing wages, and related violations. The Action was filed by former DCCCA1 employee Daniel Ruiz (“Plaintiff”) and seeks payment of wages for all work performed; overtime compensation for all overtime hours worked; premiums for missed rest periods; premiums for missed meal periods; indemnification and reimbursement of necessary business expenses; prevailing wages for maintenance work; penalties for wages due upon separation; and penalties for inaccurate itemized wage statements, for a class of non-exempt employees who worked for DCCCA1 in California on the BART Oakland International Airport Connector project (“Class Members”) during the Class Period (August 7, 2019, to [insert date of preliminary approval]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for DCCCA1 during the PAGA Period (August 9, 2022 to [insert date of preliminary approval]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring DCCCA1 to fund Individual Class Payments, and (2) a PAGA Settlement requiring DCCCA1 to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on DCCCA1’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to DCCCA1’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on DCCCA1’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires DCCCA1 to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against DCCCA1.

If you worked for DCCCA1 during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against DCCCA1.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against DCCCA1, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

DCCCA1 will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against DCCCA1 that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. DCCCA1 must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Hours/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many hours you worked on public works projects during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Hours and number of PAGA Period Pay Periods you worked according to DCCCA1’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former DCCCA1 employee. The Action accuses DCCCA1 of violating California labor laws by failing to pay wages for all work performed; overtime compensation for all overtime hours worked; premiums for missed rest periods; premiums for missed meal periods; indemnification and reimbursement of necessary business expenses; prevailing wages for maintenance work; penalties for wages due upon separation; and penalties for inaccurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Taylor B. Graham and Brent E. Pelton of Pelton Graham LLP (“Class Counsel.”)

DCCCA1 strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether DCCCA1 or Plaintiff is correct on the merits. In the meantime, Plaintiff and DCCCA1 hired an experienced, neutral mediator in an effort to

resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and DCCCA1 have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, DCCCA1 does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) DCCCA1 has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. DCCCA1 Will Pay \$1,600,000.00 as the Gross Settlement Amount (Gross Settlement). DCCCA1 has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, DCCCA1 will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$533,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 for the Class Representative as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,950.00 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees

based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and DCCCA1 are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”), 70% to penalties, and 20% to interest (the “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. DCCCA1 will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and DCCCA1 have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against DCCCA1.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against DCCCA1 based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and DCCCA1 have agreed that, in either case, the Settlement will be void: DCCCA1 will not pay any money and Class Members will not release any claims against DCCCA1.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Hours, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and DCCCA1 has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against DCCCA1 or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any and all claims involving any alleged failure to pay wages for all work performed; failure to pay overtime compensation for all overtime hours worked; failure to authorize and permit rest periods or pay premiums for missed rest periods; failure to provide meal periods or pay premiums for missed meal periods; failure to indemnify necessary business expenses; failure to pay prevailing wages for work on public works; failure to pay all wages when due upon separation; and failure to provide accurate itemized wage statements, including claims under California Labor Code §§ 201, 202, 203, 204, 226, 246, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, 1720 et seq., 1770 et seq., 2802, and the California Industrial Welfare Commission Wage Order 16-2001 and others that may be applicable. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’

compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and DCCCA1 has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against DCCCA1, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against DCCCA1 or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period, facts stated in the Operative Complaint, the PAGA Notice, as amended, and ascertained in the course of the Action, including, failure to pay wages for all work performed; failure to pay overtime compensation for all overtime hours worked; failure to authorize and permit rest periods or pay premiums for missed rest periods; failure to provide meal periods or pay premiums for missed meal periods; failure to indemnify necessary business expenses; failure to pay prevailing wages for work on public works; failure to pay all wages when due upon separation; and failure to provide accurate itemized wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments pursuant to the following formula: (a) each Participating Class Member will receive five (5) points for each Workweek worked as a "maintenance technician" for Defendant during the Class Period; (b) each Participating Class Member will receive one (1) point for each Workweek worked in a position other than "maintenance technician" for Defendant during the Class Period; (c) the Net Settlement Fund will be divided by the aggregate number of points allocated to all Participating Class Members to determine the dollar value of each point (the "Point Value"); and (d) each Participating Class Member's total points will be multiplied by the Point Value to determine his or her Individual Class Payment.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class

Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in DCCCA1's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept DCCCA1's calculation of Workweeks and/or Pay Periods based on DCCCA1's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweeks and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and DCCCA1's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Ruiz v. DCCCA1, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and DCCCA1 are asking the Court to approve. At least sixteen (16) days before the _____ Final Approval Hearing, Class

Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (Ruiz v DCCCA1, Inc.) and include your name, current address, telephone number, and approximate dates of employment for DCCCA1 and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 21, in the Rene C. Davidson Courthouse of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information at <https://eportal.alameda.courts.ca.gov/?q=user/login&destination=node/387>.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything DCCCA1 and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at _____ (url).

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Alameda Superior Court website by going to

(<https://eportal.alameda.courts.ca.gov/?q=user/login&destination=node/387>) and entering the Case Number for the Action, Case No. 23CV040128.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Taylor B Graham and Brent E Pelton

Email Address: graham@peltongraham.com; pelton@peltongraham.com

Name of Firm: Pelton Graham LLP

Mailing Address: 220 Montgomery Street, Suite 2100, San Francisco, CA 94115

Telephone: (415) 437-9100

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
