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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARMANDO REYES, individually and on behalf of others similarly situated,

Plaintiff,

vs.

F. ROBERTS CONSTRUCTION DBA FAATUIESE P ROBERTS, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV36615

Assigned for All Purposes to: Hon. Elaine Lu, Dept. 9

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement is entered into by and between Plaintiff Armando Reyes, individually and on behalf of the Class and as an authorized representative of the LWDA, and Defendant F. Roberts Construction.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action Settlement.

2. "Action" means the court action, entitled *Armando Reyes v. F. Roberts Construction dba Faatuiese P. Roberts* Los Angeles County Superior Case No. 21STCV36615.

3. "Aggrieved Employees" means all current and former hourly-paid, non-exempt employees employed by Defendant in California at any time during the PAGA Period.

4. "Class Counsel" means Protection Law Group, LLP.

5. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Actions and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed One-Third (1/3) of the Gross Settlement Amount, i.e. One Hundred and Twenty-Six Thousand Nine Hundred and Sixty-Six Dollars and Sixty-Seven Cents ($126,966.67) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Eighty-Five Thousand Dollars ($85,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

6. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Members': (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) total PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period (6) total Workweeks worked by each Class Member during the Class Period; and (7) any

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other information reasonably required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7. "Class" or "Class Members" means all current and former hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period and worked during at least one Workweek.

8. "Class Period" means the period from October 5, 2017, through January 9, 2026.

9. "Class Representative" means Plaintiff Armando Reyes in his capacity as representative of the Participating Class Members.

10. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payments, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Actions and in exchange for the General Release of his claims as provided herein.

11. "Court" means the Superior Court of the State of California for the County of Los Angeles.

12. "Defendant" means F. Roberts Construction (erroneously sued as "F. Roberts Construction dba Faatuiese P. Roberts").

13. "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 becomes "Final" when the following events occurs: (a) if no timely objections are filed or if all objections are withdrawn by the time of the Final Approval hearing, the date upon which the Court executes the Final Approval Order; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement. Part a and b are mutually exclusive and part c only comes into play when part b occurs. The intent of the parties is that there is no basis to wait out the date for an appeal after the Final Approval Order if no objection was filed.

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

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15. "Gross Settlement Amount" means the sum of Three Hundred and Eighty Thousand Nine Hundred Dollars ($380,900.00) which is the total amount Defendant agrees to pay as provided by this Agreement (minus the Prior Release Payments, per the terms of this Agreement), other than the employer's share of payroll taxes, and the possible triggering of the pro rata increase provision detailed in Paragraph 48 below. The Gross Settlement Amount includes all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees and Costs, Class Representative Enhancement Payment, Prior Release Payments, and Settlement Administration Costs. The Prior Release Payments shall be credited against the Gross Settlement Amount and shall not be required to be funded by Defendant. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

16. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the Payment Formula.

17. "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.

18. "Individual Settlement Payment" means the total amount payable to a Class Member under this Agreement, consisting of the sum of that Class Member's Individual Class Payment, if any, and that Class Member's Individual PAGA Payment, if any, as determined pursuant to the terms of this Agreement.

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

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

21. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).

22. "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 Enhancement Payment, Class Counsel Fees and

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Costs Payment, Prior Release Payments, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

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

24. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members' last known addresses and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

25. "Operative Complaint" means the operative First Amended Complaint that was filed on June 8, 2026.

26. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

27. "PAGA Notices" means the written notices submitted by Plaintiff to the LWDA and Defendant pursuant to Labor Code section 2699.3, subd.(a), relating to the claims asserted in the Action, including but not limited to: Plaintiff's March 17, 2026 letter to Defendant and the LWDA, and Plaintiff's April 2, 2026 amended letter to Defendant and the LWDA. The PAGA Notices are incorporated by reference herein.

28. "PAGA Pay Period" means any pay period during the PAGA Period during which an Aggrieved Employee worked for Defendant as an Aggrieved Employee for at least one day.

29. "PAGA Penalties" means the total amount of PAGA civil penalties ($15,000.00) to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($5,250.00) and the 65% to the LWDA ($9,750.00) in settlement of PAGA claims.

30. "PAGA Period" means the period from July 26, 2022, to January 9, 2026.

31. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

32. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

33. "Payment Formula" means the following: an Individual Class Payment calculated as follows: The Settlement Administrator will calculate the total Workweeks for all Participating

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Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

34. "Plaintiff" means Armando Reyes (also known as Armando Reyes Morales), the named Plaintiff in the Action.

35. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

36. "Prior Release Payments" means the amount Defendant previously paid to putative Class Members for the release of alleged Class Claims in individual settlements obtained after the Action was filed . The total amount of the Prior Release Payments ($5,900.00) shall be credited against the Gross Settlement Amount and shall not be required to be funded by Defendant.

37. "Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

38. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the Class Period. The "Released Class Claims" include, but are not limited to, claims for violation of, or recovery under, Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 510, 512, 512(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1720, 1771-1774, 2800, 2802; the applicable IWC Wage Order No. 16 (including Section 5); and Business & Professions Code section 17200-17208. For further clarity: this Release expressly includes, but is not limited to, the following claims for relief: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks or to pay meal period

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premiums; (d) failure to authorize and permit rest periods or pay rest period premiums; (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures – including for tools, uniforms, classes, masks, travel expenses and use of personal cell phones); (i) unfair business practices; (j) failure to pay reporting time pay as required by the Wage Order; (k) failure to pay prevailing wages for work performed on public works projects; (j) all damages, penalties, restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law.

39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices, which occurred during the PAGA Period. The "Released PAGA Claims" include, but are not limited to, claims under the California Labor Code Private Attorney's General Act, Labor Code section 2698 et seq. for violation of, or recovery under, Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 512(a), 1194, 1194.2, 1197, 1197.1, 1198, 1720, 1771-1774, 2800, 2802, Wage Order No. 16 (including Section 5), and Business & Professions Code section 17200-17208. For further clarity: this Release expressly includes, but is not limited to, the following claims for relief under the California Labor Code Private Attorneys General Act, Labor Code sections 2698 et seq.: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks or to pay meal period premiums; (d) failure to authorize and permit rest periods or pay rest period premiums; (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures – including for tools, uniforms, classes, masks, travel expenses and use of personal cell phones); (i) unfair business practices; (j) failure to pay reporting time pay as required by the Wage Order; (k) failure to pay prevailing wages for work performed on public works projects; (j) all damages, penalties, restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law.

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40. "Released Parties" means Defendant and each of its former and present parent companies, subsidiaries, affiliates, divisions, predecessors, clients, successors, assigns, joint venturers and their officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, related entities, employees and administrators, as well as Faatuiese P. Roberts, and any entities alleged to be co-employer(s) with Defendant.

41. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator.

42. "Response Deadline" means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.. The Response Deadline may also be extended for re-mailed notices as set forth in Paragraph 66 of this Agreement and by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

44. "Settlement Administrator" means Phoenix Class Action Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

45. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including,

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but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks and Pay Periods from the information contained in the Class List, calculating each Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Eight Thousand Five Hundred Dollars ($8,500.00).

46. "Workweek" means any week during the Class Period, during which a Class Member worked for Defendant as a member of the Class for at least one day. However, the term "Workweek" shall not include any week that is covered by and subject to the prior individual settlement agreements entered into by the subset of Class Members during the course of this litigation for which the Prior Release Payments were made.

MONETARY TERMS

47. Certification for Settlement Purposes. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of the Class as defined in Paragraph 7. If for any reason the Settlement is not preliminarily and finally approved, the conditional certification of the Class effectuated by this Paragraph will be of no force or effect, does not constitute an admission by Defendant that class certification is proper, and will not be deemed admissible in this or any other proceeding.

48. Settlement Consideration: Defendant has already paid Five Thousand, Nine Hundred Dollars ($5,900.00) and promises to pay an additional Three Hundred and Seventy-Five Thousand Dollars ($375,000.00), for a total Gross Settlement Amount of Three Hundred and Eighty Thousand, Nine Hundred Dollars ($380,900.00) and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount (minus the credit for the Prior Release Payments, per the terms of this Agreement), plus any applicable payroll taxes, is the maximum amount Defendant shall be obligated to pay under the Settlement, except as a result of an increase in Workweeks as provided by Paragraph 49 below. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to

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the deadline stated in Paragraph 66 of this Agreement. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

49. Potential Increase to the Gross Settlement Amount or Revision of Class Period: Defendant has represented there are approximately 24,275 Workweeks between October 5, 2017, and November 7, 2025 (i.e., excluding workweeks covered by individual release agreements but including any workweeks worked after the execution of such releases by employees who continued working for Defendant thereafter). Should the actual number of Workweeks in the Class Period (not including workweeks covered by individual release agreements) increase by more than ten percent (10%) (i.e. by more than 2,427 Workweeks) Defendant shall have the option to either (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%; or (2) cut off the end of the Class Period on the date before the Workweeks meet this 10% threshold. In the event this provision is triggered, the Parties shall advise the Court of the election 7 days prior to the hearing on preliminary approval as most courts now ask the parties to determine whether the escalator clause was triggered prior to preliminary approval.

50. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to pay all Individual Class Payments to the Participating Class Members in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	$	380,900.00
Enhancement Payments:	$	7,500.00
Class Counsel's Fees:	$	126,966.67
Class Counsel's Costs:	$	85,000.00
Prior Release Payments	$	5,900.00
Settlement Administration Costs:	$	8,500.00
PAGA Penalties:	$	15,000.00
Estimated Net Settlement Amount	$	132,033.33

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51. Payments From the Gross Settlement Amount: By the deadline specified in Paragraph 53(a), the Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

a) To Class Counsel: A Class Counsel Fees and Costs Payment of not more than One-Third of the Gross Settlement Amount i.e. One Hundred and Twenty-Six Thousand Nine Hundred and Sixty-Six Dollars and Sixty-Seven Cents ($126,966.67) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000.00). Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees and/or costs provided they do not exceed these amounts. Defendant does not oppose Plaintiff's contention that the filing of the lawsuit had the catalytic effect of prompting Defendant to issue the $5,900.00 in Prior Release Payments and that Plaintiff's counsel may seek to recover attorneys' fees for their role in securing the Prior Release Payments. The attorneys' fees and costs awarded are subject to the Court's approval. If the attorneys' fees and costs awarded by the Court are a reduced amount, then the difference between the amount set forth above and the reduced attorneys' fees and costs awarded shall be allocated by the Administrator to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay the Class Counsel Fees Payment and the Class Counsel Costs Payment using one or more IRS Form 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

b) To Plaintiff: a Class Representative Enhancement Payment of not more than Seven Thousand Five Hundred Dollars ($7,500.00) (in addition to any Individual Class Payment and/or any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and/or as an Aggrieved Employee). Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment that does not exceed this amount. The Class Representative Enhancement Payment is in exchange for Plaintiff's time, effort, and risk in bringing and prosecuting the Action and in exchange for

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the General Release of his claims as provided herein. If the Court approves a Representative Enhancement Payment less than the amount requested, any portion of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be reallocated by the Administrator to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement. The Administrator will pay the Class Representative Enhancement payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Representative Enhancement Payment.

c) To the Administrator: A payment for Settlement Administration Costs not to exceed Eight Thousand Five Hundred Dollars ($8,500.00) except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

d) Credit Allocation For Prior Release Payments: Five Thousand Nine Hundred Dollars ($5,900.00) will be allocated as a credit against the Gross Settlement Amount to account for Prior Release Payments made to putative class members for the release of alleged Class Claims in individual settlements during the course of the litigation. Defendant shall not be required to fund this portion of the Gross Settlement Amount.

e) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $15,000.00 to be paid from the Gross Settlement Amount, with 65% ($19,750.00) allocated to the LWDA PAGA Payment and 35% ($5,250.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($5,250.00) 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. Payments Aggrieved Employees receive from the PAGA Penalties will be allocated as 100% penalties. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount

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requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms as required by law.

f) To Each Participating Class Member: An Individual Class Payment will be paid from the Net Settlement Amount and shall be paid pursuant to the Payment Formula. The total share as a member of the Class is the Individual Class Payment.

g) Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties (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.

h) 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.

52. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating Class Members and Individual PAGA Payments made to Aggrieved Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, 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.

SETTLEMENT FUNDING AND PAYMENTS

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53. Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount (minus the amount allocated for Prior Release Payments), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds into a Qualified Settlement Fund ("QSF"), established by the Settlement Administrator, no later than 30 days after the Effective Date.

a) Distribution of Payments From the Gross Settlement Amount: Following the occurrence of the Effective Date, and within fourteen (14) days of the of the complete funding of the Gross Settlement Amount (minus the amount allocated for Prior Release Payments) including all applicable employer-side payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, Settlement Administration Costs, Class Counsel's Fees and Costs, and the Class Representative Enhancement Payment.

54. Reservation of Defenses; No Waiver:

a) Defendant expressly disputes that Plaintiff presently possesses standing to pursue civil penalties under the PAGA based on the allegations asserted in the Action, and further disputes that any LWDA notice submitted pursuant to this Agreement would otherwise be timely or sufficient to satisfy the administrative exhaustion requirements of Labor Code section 2699.3.

b) Plaintiff acknowledges that Defendant's agreement to permit or not oppose submission of an LWDA notice pursuant to this Agreement is made solely for the purpose of facilitating potential settlement of disputed claims and shall not constitute, and shall not be argued to constitute, a waiver, tolling, forfeiture, or estoppel of any statute of limitations defense, exhaustion defense, standing defense, or any other defense available to Defendant under applicable law.

c) In the event this Settlement Agreement does not become effective for any reason, the Parties shall be returned to the same procedural posture that existed prior to the filing of the First Amended Complaint and Defendant expressly retains the right to assert any and all defenses relating to the timeliness, sufficiency, or validity of any LWDA notice submitted pursuant to this Agreement.

55. No Reliance; No Inducement: Plaintiff acknowledges that Defendant has not represented that any LWDA notice submitted pursuant to this Agreement would be timely, sufficient, or otherwise valid

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under Labor Code section 2699.3. Plaintiff further acknowledges that the decision to submit any LWDA notice is made voluntarily and with the advice of counsel, and not in reliance upon any representation by Defendant concerning the legal sufficiency or timeliness of such notice. Plaintiff agrees that the submission of any LWDA/PAGA notice pursuant to this Agreement shall not give rise to any claim of waiver, equitable tolling, estoppel, inducement, or other limitation on Defendant's ability to assert any defenses relating to the timeliness or sufficiency of such notice if this Settlement Agreement does not become effective.

MOTION FOR PRELIMINARY APPROVAL

56. Motion for Preliminary Approval: Following execution of this Agreement, Plaintiff shall file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions for Preliminary Approvals. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiff's motion for Preliminary Approval.

57. 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. The Court's modification of the Representative Enhancement Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph. Notwithstanding the foregoing, if the Court reduces or denies the requested

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Representative Enhancement Payment or payments to Class Counsel by more than twenty-five percent (25%), Plaintiff shall have the right to seek appellate review of that determination. Any such appeal shall be limited solely to the Court's ruling regarding the Representative Enhancement Payment and/or payments to Class Counsel and shall not otherwise affect the validity of this Agreement or constitute a material modification of the Settlement.

SETTLEMENT ADMINISTRATION

58. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a) Establish and maintain a Qualified Settlement Fund.

b) Calculate the Individual Settlement Payment each Class Member is eligible to receive

c) Print and mail the Notice.

d) Conduct additional address searches for mailed Notices that are returned as undeliverable.

e) Process Requests for Exclusion, field inquiries from Class Members,

f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.

h) Provide weekly status reports to counsel for the Parties.

i) Post settlement documents and a notice of final judgment online at Settlement Administrator's website.

j) Translate the Notice from English to Spanish

59. Delivery of the Class List: Within thirty (30) days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of

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the Agreement, and if Defendant fails to substantially comply, Plaintiff shall have the right to void the Agreement. To protect Class Members' privacy rights, the Administrator must maintain the Class List and the data contained therein in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to Administrator employees who need access to the Class List to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class List omitted class member identifying information and to provide corrected or updated Class List information as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class List 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 information in the Class List.

60. Notice by First-Class U.S. Mail: Within fourteen (14) days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

61. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent by the Settlement Administrator to a Class Member who is a current employee of Defendant is returned as undeliverable, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within fourteen (14) days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,

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whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek dispute.

62. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendat during the Class Period; (e) each Class Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments; (f) the dates which comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the definition of Aggrieved Employees; (j) the total number of Pay Periods each Class Member worked for Defendant during the PAGA Period (if any); (k) each Class Member's estimated Individual PAGA Payment (if any) and the formula for calculating Individual PAGA Payments; (l) the dates which comprise the PAGA Period; (m) the claims to be released, as set forth herein; and (n) the date for the final approval hearing.

63. Challenges to Information in Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks and/or Pay Periods with which they have been credited or the amount of their Individual Settlement Payments, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Parties will evaluate the evidence submitted by the Class Member and if the Parties and the Class Member do not agree the dispute will be submitted to the Court.

64. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Class Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social

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Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.

a) 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 Paragraph 93 of this Agreement, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

b) 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. Non-Participating Class Members who opt-out of the Settlement shall not be bound by the Class Release. However, because 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 81(b) of this Agreement and are eligible for an Individual PAGA Payment. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

c) Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)

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days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

65. Defendant's Right to Rescind: If the number of valid requests for exclusion identified by the settlement administrator exceeds 5% of the total of all Class Members, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement within fourteen (14) days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

66. Objection Procedures:

a) 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 and Costs Payment, and/or Class Representative Enhancement Payment.

b) To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court.

c) At no time will any of the Parties or their counsel seek to solicit or otherwise

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encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

d) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

67. Weekly Reports: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies the number of: (a) Notices mailed or re-mailed; (b) Class Notices returned undelivered; (c) Requests for Exclusion submitted (whether valid or invalid; (d) objections received; (e) challenges to Workweeks and/or Pay Periods received and/or resolved; (f) any other challenges to any information contained in the Notice; The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

68. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members will be negotiable for at least one hundred eighty (180) days. If a Participating Class Member does not cash his or her Settlement Check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq*. for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members whether or not they all cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and/or Aggrieved Employees shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying

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the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

69. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

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

71. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses the funds from the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for

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filing the second declaration with the Court.

72. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

73. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

MOTION FOR FINAL APPROVAL

74. Motion for Final Approval. Unless otherwise ordered by the Court, not later than

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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. (1), and a Proposed Final Order and Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these the Proposed Final Order and Judgment to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

a) 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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

b) 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 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. Notwithstanding the foregoing, if the Court reduces or denies the requested Representative Service Payment, Class Counsel Fees Payment, or Class Counsel Litigation Expenses Payment by more than twenty-five percent (25%), Plaintiff shall have the right to seek appellate review of that determination. Any such appeal shall be limited solely to the Court's ruling regarding the Representative Enhancement Payment, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment and shall not otherwise affect the validity of this Agreement or constitute a material modification of the Settlement.

c) Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have

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continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as are permitted by law.

d) Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Costs Payment 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.

e) 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), 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Representative Enhancement 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.

AMENDED JUDGMENT

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

RELEASES OF CLAIMS

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76. 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, Participating Class Members, Class Counsel, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

a) 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 the Released Class Claims.

b) Release by Aggrieved Employees: All Aggrieved Employees and the LWDA 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 the Released PAGA Claims.

c) Plaintiff's Release: Plaintiff, on behalf of himself and his former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, agrees to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, against Defendant and/or any of the Released Parties arising at any time prior to the execution of this Agreement, including but not limited to claims for wages, working conditions, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with Plaintiff's employment with Defendant or any of the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which

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provides:

> 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.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553)

ADDITIONAL PROVISIONS

77. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

78. 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.

79. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of employment and job title. Defendant shall not refer to the Action or this Settlement

80. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written

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and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF and/or transmitted to the Administrator will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties agree that they will work together cooperatively in an effort to reach a settlement that may be approved by the Court.

81. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

82. 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.

83. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

84. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

85. Binding on Successors and Assigns: This Settlement Agreement will be binding

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upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

86. California Law Governs: All terms and conditions of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

87. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

88. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

89. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

90. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

91. 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

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by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree and stipulate to class certification for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, 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 Actions 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).

92. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

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

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

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

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97. 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.

98. 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, any with 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.

99. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action relating to the confidentiality of information (e.g., protective orders) shall survive the execution of this Agreement.

100. Use and Return of Class Data. Information provided to Class Counsel pursuant to

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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, and upon written notice by Defense Counsel that is delivered at any time within those 90 days, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

101. 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 the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process from the mediation on August 19, 2025, until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

[SIGNATURES ON FOLLOWING PAGE]

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Dated: 8/4/2026

PLAINTIFF

Signed by:
By: _____
43CC567447A44D...
Armando Reyes

Dated: _____

DEFENDANT

F. ROBERTS CONSTRUCTION, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Dated: 8/5/2026

PROTECTION LAW GROUP, LLP.

By: _____
Peter Horton, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated: _____

PAYNE & FEARS, LLP

By: _____
Jeffrey K. Brown
Ryan L. Kilpatrick
Attorneys for Defendant

Dated: _____

PLAINTIFF

By: _____
Armando Reyes

Dated: 08 /04/2026

DEFENDANT

F. ROBERTS CONSTRUCTION, INC.

By: Fred Roberts

Name: Fred Roberts

Title: CEO

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP.

By: _____
Peter Horton, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated: August 5, 2026

PAYNE & FEARS, LLP

By: _____
Jeffrey K. Brown
Ryan L. Kilpatrick
Attorneys for Defendant

4896-3794-6559.3

EXHIBIT A

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Reyes v. F. Roberts Construction dba Faatuiese P. Roberts. et al.
Los Angeles County Superior Case No. 21STCV36615

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former hourly-paid, non-exempt employees of F. Roberts Construction, Inc. who were employed by F. Roberts Construction, Inc. in the State of California at any time from October 5, 2017, through January 9, 2026, and worked during at least one Workweek.**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Armando Reyes ("Plaintiff"), a former employee of F. Roberts Construction, Inc. ("Defendant") on October 5, 2021. This case, *Reyes v. F. Roberts Construction, Inc. et al.*, Los Angeles County Superior Court Case No. 21STCV36615 (the "Action"), is currently pending in the Los Angeles County Superior Court. The Action claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, maintained unfair business practices, failed to pay reporting time pay, and failed to pay prevailing wages for work performed on public works projects. The Action also seeks penalties under the Private Attorneys General Act for alleged Labor Code violation, including the claims alleged above.

Defendant strongly denies all alleged violations in the Action and denies that it owes Class Members or Aggrieved Employees any remedies. Defendant maintains that it has complied with all wage and hour laws relating to Plaintiff and the Class Members.

The Court has not made a ruling on the merits of the case. However, the Parties have entered into a proposed settlement to resolve the alleged claims.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Armando Reyes, also known as "Plaintiff"), sues on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement and, for the purposes of settlement only, appointed Plaintiff the Class Representative and appointed his attorneys at Protection Law

Group as counsel for the Class ("Class Counsel"). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement is within the range of reasonableness that could ultimately be approved. A Final Determination on whether to approve the settlement will be made at the hearing on _____.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between October 5, 2017, and January 9, 2026, and worked during at least one Workweek during this time period.

If you previously entered into a settlement agreement with Defendant, you may still be a Class Member and may still be eligible to receive a payment under the Settlement. However, you will not receive credit for Workweeks covered by and subject to your prior individual settlement agreement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Hundred Eighty Thousand, Nine Hundred Dollars ($380,900.00) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred Twenty-Six Thousand, Nine Hundred Sixty-Six Dollars and Sixty-Seven Cents ($126,966.67);

B. **Litigation Costs/Expenses to Class Counsel** not to exceed Eighty-Five Thousand Dollars ($85,000.00);

C. **Incentive Payment to the Class Representative** in an amount not to exceed Seven Thousand, Five Hundred Dollars ($7,500.00);

D. **Settlement Administration Costs** which are currently estimated to be Eight Thousand, Five Hundred Dollars ($8,500.00);

E. **Prior Release Payments,** in the amount of Five Thousand, Nine Hundred Dollars ($5,900.00), representing amounts Defendant previously paid to certain putative Class Members for the release of alleged Class Claims in individual settlements obtained after the Action was filed; and

F. **PAGA Payment** in the amount of Fifteen Thousand Dollars ($15,000.00) for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, ($9,750.00), shall be paid to the LWDA. The remaining thirty-five percent (35%), ($5,250.00), will be distributed to hourly-paid, non-exempt employees who worked for Defendant at any time between July 26, 2022, and January 9, 2026 (the "Aggrieved Employees"), for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from October 5, 2017, through January 9, 2026 ("Workweeks").

However, some Class Members previously accepted an individual settlement payment from Defendant. If you previously accepted a settlement payment from Defendant, the time period covered by that individual agreement is not included in the calculations when determining the amount you are eligible to receive as part of this Settlement. Instead, if you previously accepted a settlement payment, only those workweeks that are not covered by and subject to your prior individual settlement agreement will be considered.

Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment based on the number of pay periods you worked.

The Class Portion of your Individual Settlement Payment will be apportioned 20% wages, 40% interest, and 40% penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Defendant's records indicate that you [DID/DID NOT] previously sign a settlement agreement with Defendant.

After excluding any Workweeks covered by and subject to a prior individual settlement agreement, Defendant's records indicate that you worked XXX Workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is $XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX pay periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is $XXX.XX.

These amounts were calculated based on Defendant's record concerning your employment during the applicable Class Period and PAGA Period, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of Workweeks credited to you during the Class Period, the number of Pay Periods credited to you during the PAGA Period, or the amount of your estimated Individual Settlement Payment, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if you and the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" means Defendant and each of its former and present parent companies, subsidiaries, affiliates, divisions, predecessors, clients, successors, assigns, joint venturers and their officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, related entities, employees and administrators, as well as Faatuiese P. Roberts, and any entities alleged to be co-employer(s) with Defendant.

The "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the Class Period. The "Released Class Claims" include, but are not limited to, claims for violation of, or recovery under, Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 510, 512, 512(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1720, 1771-1774, 2800, 2802; the applicable IWC Wage Order No. 16 (including Section 5); and Business & Professions Code section 17200-17208. For further clarity: this Release expressly includes, but is not limited to, the following claims for relief: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks or to pay meal period premiums; (d) failure to authorize and permit rest periods or pay rest period premiums; (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures – including for tools, uniforms, classes, masks, travel expenses and use of personal cell phones); (i) unfair business practices; (j) failure to pay reporting time pay as required by the Wage Order; (k) failure to pay prevailing wages for work performed on public works projects; (l) all damages, penalties, restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law.

The "Class Period" during which the release of Released Class Claims pertains is from October 5, 2017, through January 9, 2026.

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California between July 26, 2022, and January 9, 2026 ("Aggrieved Employees"), shall release the Released PAGA Claims that arose during the PAGA Period. Aggrieved Employees cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices, which occurred during the PAGA Period. The "Released PAGA Claims" include, but are not limited to, claims under the California Labor Code Private Attorney's General Act, Labor Code section 2698 et seq. for violation of, or recovery under, Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 512(a), 1194, 1194.2, 1197, 1197.1, 1198, 1720, 1771-1774, 2800, 2802, Wage Order No. 16 (including Section 5), and Business & Professions Code section 17200-17208. For further clarity: this Release expressly includes, but is not limited to, the following claims for relief under the California Labor Code Private Attorneys General Act, Labor Code sections 2698 et seq.: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks or to pay meal period premiums; (d) failure to authorize and permit rest periods or pay rest period premiums; (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures – including for tools, uniforms, classes, masks, travel expenses and use of personal cell phones); (i) unfair business practices; (j) failure to pay reporting time pay as required by the Wage Order; (k) failure to pay prevailing wages for work performed on public works projects; (l) all damages, penalties, restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law.

The "PAGA Period" during which the release of the Released PAGA Claims pertains is from July 26, 2022, through January 9, 2026.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does

not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must mail the settlement administrator requesting to be excluded from the Class. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number, and a clear statement requesting to be excluded from the Settlement of the alleged claims.

Your request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]
[Address]
[Telephone No.

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

"If you exclude yourself, you will not receive an Individual Class Payment. However, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment because you cannot opt out of the PAGA portion of the Settlement." If you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP
Heather Davis
Peter Horton
D. Luke Clapp
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to $126,966.67 and reimbursement of litigation cost/expenses of up to $85,000. These amounts are subject to Court approval, and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, the name and case number of this Action, and a written statement of all grounds for your objection, accompanied by any legal support for the objection, if any. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the class-action components of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _____ a.m./p.m. on [_____], in Department 9 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Los Angeles County Superior Court website.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at www._____com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released

Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your Settlement Payment check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at _____ or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

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