

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Hector Salazar, Allen Fulgear, Beatriz Gonzalez, and Frankie R. Mendoza (“Plaintiffs”) individually and in their representative capacity on behalf of the state of California and fellow Aggrieved Employees and defendant Southwest Patrol, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendant captioned (1) *Beatriz Gonzalez, et al., v. Southwest Patrol, Inc., et al.* initiated on November 27, 2023 and pending in the Superior Court of California, County of San Bernardino, Case No. CIVSB2328294 (the “Gonzalez Action”); (2) *Hector Salazar, et al v. Southwest Patrol, Inc., et al.* initiated on January 30, 2024 and pending in the Superior Court of California, County of Los Angeles, Case No. 24PSCV00311 (the “Salazar Action”); and (3) *Frankie R. Mendoza, et al. v. Southwest Patrol, Inc., et al.* initiated on March 13, 2024 and pending in the Superior Court of California, County of Los Angeles, Case No. 24STCV06255 (the “Mendoza Action”).
- 1.2. “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees.
- 1.4. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Southwest Patrol, Inc. and performed work in California during the period of September 18, 2022 to December 10, 2024.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Bernardino.
- 1.8. “Defense Counsel” means Bradley, Gmelich & Wellerstein LLP.
- 1.9. “Effective Date” means the date upon which the Court grants approval of this Settlement;

- 1.10. “Gross PAGA Settlement Amount” means Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) that Defendant must pay into the QSF in connection with this Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Named Plaintiff Service Payments and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period based on the calculations set forth in paragraph 3.2.4.1 below.
- 1.12. “Judgment” means the judgment entered by the Court based upon approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” or “NSA” means the amount remaining from the Gross Settlement Amount after deducting the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Named Plaintiff Service Payments, and the Administration Expenses Payment. The Net Settlement Amount shall be used to satisfy the PAGA Representative’s claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees (“Individual PAGA Payments”) and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA (“LWDA PAGA Payment”).
- 1.16. “PAGA Counsel” means Otkupman Law Firm, Barvie Law, and Kingsley & Kingsley, the attorneys representing the Plaintiffs in the Actions.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from September 18, 2022 to December 10, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.21. "PAGA Notice" means Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. "Plaintiffs" means Hector Salazar, Allen Fulgear, Beatriz Gonzalez, and Frankie R. Mendoza, the named plaintiffs in the Actions.
- 1.24. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Defendant and each of its past, present, and future respective subsidiaries, dba's, affiliates, parents, predecessors, successors, investors, and their current and former employees, managing agents, servants, staffing agencies, consultants, agents, directors, officers, members, independent contractors, representatives, insurers, reinsurers, and attorneys.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "Defendant" means named Defendant Southwest Patrol, Inc.

2. RECITALS.

- 2.1. On November 27, 2023, Plaintiff Beatriz Gonzalez filed a Complaint alleging one cause of action against Southwest Patrol, Inc. for penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a), (b), 2802, 221, 210, 218, 6400, 6401, 6403, 6404, 6407, and 8 CCR 3202.

On January 30, 2024, Plaintiff Hector Salazar commenced a Representative Action against Southwest Patrol, Inc. for penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections §§ 201, 202, 203, 204 et seq., 210, 226(a), 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 et seq., 432, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). On July 12, 2024, Plaintiff Salazar amended the Complaint to add Plaintiff Allen Fulgear to the Complaint.

On March 13, 2024, Plaintiff Frankie R. Mendoza sent a letter to the LWDA alleging that Defendant violated Labor Code §§ 203, 226(a), 226.7, 245-248.5, 510, 512, 558,

1194, 1197, 1199, and 2802. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff provided notice to the LWDA through their on-line system and sent a letter certified mail to Defendant as prescribed by the code on March 13, 2024, describing its conduct in violation of the Labor Code. Plaintiff also mailed notice to Defendant by certified mail, return receipt requested

On March 13, 2024, Plaintiff Frankie Mendoza filed a Class Action Complaint alleging causes of action for the (1) failure to pay wages and/or overtime under Labor Code §§ 510, 1994, 1199; (2) failure to keep records pursuant to Labor Code § 1199(c) and Wage Order 4-2001; (3) failure to provide meal periods pursuant to Labor Code §§ 226.7 and 512; (4) failure to provide rest periods pursuant to Labor Code § 226.7; (5) violation of Labor Code § 226(a); (6) failure to reimburse expenses pursuant to Labor Code § 2802 (7) penalties pursuant to Labor Code § 203; and (8) violation of Business & Professions Code § 17200.

Defendant denies the allegations in the Complaints and PAGA Notices, denies any failure to comply with the laws identified in the Complaints and PAGA Notices, and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.3. Prior to attending mediation, Plaintiffs obtained, through informal discovery, statistical data, including records of Defendant's employees, which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of pay periods in the PAGA Period, and the total number of aggrieved employees.
- 2.4. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of the claims alleged in the Action, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Action and the PAGA claims alleged therein against Defendant or any persons or companies affiliated with Defendant in relation to the PAGA claims.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as otherwise provided by Paragraph 8 below, in full and complete settlement of the Action and in exchange for the releases set forth below, Defendant promises to pay the Gross PAGA Settlement Amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) and no more. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in

Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross PAGA Settlement Amount will revert to Defendant.

3.2. Payments from the Gross PAGA Settlement Amount. Subject to the Court's approval, the Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross PAGA Settlement Amount (i.e., \$66,660.00) and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Litigation Expenses Payment, Plaintiff and PAGA Counsel shall not have the right to rescind the Settlement, or to appeal such order, and the Settlement will remain binding. The Administrator will allocate any reduced amounts to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Named Plaintiffs: A Service Payment of up to \$2,500.00 to each Named Plaintiff (in addition to any Individual PAGA Payment the Named Plaintiffs are entitled to receive as Aggrieved Employees). If the Court approves Service Payments of less than \$2,500.00 each, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Named Plaintiff Service Payments on IRS 1099 Forms.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: 75% of the Net Settlement Amount allocated to the LWDA PAGA Payment and 25% of the Net Settlement Amount allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for

any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates that there are 838 Aggrieved Employees that collectively worked approximately 26,000 Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within 14 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. In no event will Aggrieved Employee Data ever be shared with or provided to Plaintiff or PAGA Counsel unless necessary to ensure PAGA Counsel's ability to fulfill any obligations associated with this Settlement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Named Plaintiff Service Payments, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all

Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount, all Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees. Upon entry of final judgment and funding of the Gross Settlement Amount, Aggrieved Employees will release Released Parties from all PAGA claims and/or penalties alleged or that could have been alleged based on the facts in the Complaints which occurred during the PAGA Period (including but not limited to meal periods, rest periods, inaccurate wage statements, failure to pay for all wages earned, failure to pay overtime or pay proper overtime rates, failure to pay all wages owed at the time of separation or termination, and failure to reimburse for business expenses), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the PAGA period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)). Said application or motion for approval shall include a request for dismissal of all pending class action claims.

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and

documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any Material Change (as defined in Paragraph 10.2 below) to this Agreement, PAGA 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.

- 6.4 Notice of Settlement to LWDA. In connection with the Motion for Settlement Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **ESCALATOR CLAUSE**. Based on a review of its records, Defendant estimates that there are approximately 26,000 Pay Periods during the PAGA Period. If the number of actual pay periods is more than 10% higher (i.e., is more than 2,600 workweeks higher than the 26,000 estimate) at the close of the PAGA Period, Defendant will have an option of either: (a) increasing the Gross Settlement Amount by a pro-rata dollar value for those workweeks in excess of the 2,600 escalation margin; or (b) ending the PAGA Period on the date on which the number of workweeks is no more than 10% higher than 26,000. Under the latter option, no additional payment is necessary.

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

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 Actions have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement 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.

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

10.4 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.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is

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

- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email.
- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.



Plaintiff BEATRIZ GONZALEZ

Dated: 02 / 13 / 2025

Plaintiff HECTOR SALAZAR

Dated: _____

Plaintiff ALLEN FULGEAR

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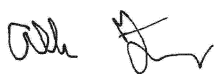
Plaintiff BEATRIZ GONZALEZ

Dated: _____



Plaintiff HECTOR SALAZAR

Dated: 02 / 12 / 2025



Plaintiff ALLEN FULGEAR

Dated: _____

Frankie Mendoza

Plaintiff FRANKIE R. MENDOZA

Dated: 02/10/2025

Defendant SOUTHWEST PATROL, INC.

By: _____

Dated: _____

Approved as to form:

Otkupman Law Firm, A Law Corporation
Roman Otkupman
Nidah Farishta
Counsel for Plaintiff,
Beatriz Gonzalez

Dated: _____



Kingsley & Kingsley, APC
Darren M. Cohen

Counsel for Plaintiff,
Frankie R. Mendoza

Dated: 02/10/2025

Barvie Law
Nicole Barvie
Counsel for Plaintiffs,
Hector Salazar and Allen Fulgear

Dated: _____

Bradley, Gmelich & Wellerstein LLP
Jaimee K. Wellerstein, Esq.
Counsel for Defendant,
Southwest Patrol, Inc.

Dated: _____

Dated: _____

Frankie Mendoza

Plaintiff FRANKIE R. MENDOZA

Dated: 02/10/2025

Defendant SOUTHWEST PATROL, INC.

By: _____

Dated: _____

Approved as to form:



Otkupman Law Firm, A Law Corporation
Roman Otkupman
Nidah Farishta
Counsel for Plaintiff,
Beatriz Gonzalez

Dated: 02/13/2025



Kingsley & Kingsley, APC
Darren M. Cohen

Counsel for Plaintiff,
Frankie R. Mendoza

Dated: 02/10/2025

Barvie Law
Nicole Barvie
Counsel for Plaintiffs,
Hector Salazar and Allen Fulgear

Dated: _____

Bradley, Gmelich & Wellerstein LLP
Jaimee K. Wellerstein, Esq.
Counsel for Defendant,
Southwest Patrol, Inc.

Dated: _____

Dated: 02 / 10 / 2025

Plaintiff FRANKIE R. MENDOZA

Dated: _____

DocuSigned by:

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Defendant SOUTHWEST PATROL, INC.

By: John Stirn

Dated: 2/13/2025

Approved as to form:

Otkupman Law Firm, A Law Corporation
Roman Otkupman
Nidah Farishta
Counsel for Plaintiff,
Beatriz Gonzalez

Dated: _____

Kingsley & Kingsley, APC
Darren M. Cohen

Counsel for Plaintiff,
Frankie R. Mendoza

Dated: _____

Nicole Barvie

Barvie Law
Nicole Barvie
Counsel for Plaintiffs,
Hector Salazar and Allen Fulgear

Dated: 02 / 10 / 2025



Bradley, Gmelich & Wellerstein LLP
Jaimee K. Wellerstein, Esq.
Counsel for Defendant,
Southwest Patrol, Inc.

Dated: _____

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SENT

02 / 10 / 2025

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IP: 99.90.82.48



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02 / 10 / 2025

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