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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

LETICIA HAYNES, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TOWER WAV LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CGC-22-603761

*Assigned for all purposes to: Hon. Rochelle
East, Dept. 610*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Leticia Haynes, Ezell Young, Deborah Hooker, Robert White, Frederick Howard, Angel Howard, Carol Martinez, and David Villatoro (“Plaintiffs”) and Defendant Tower Wav, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Actions” means Plaintiffs’ lawsuits alleging class action wage and hour violations and/or representative claims under the California Private Attorneys General Act (“PAGA”) against Defendant, as follows: (i) *Haynes v. Tower WAV LLC*, San Francisco County Superior Court, Case No. CGC-22-603761, filed on December 30, 2022 (*Haynes* Class Action); (ii) *Haynes v. Tower WAV LLC*, San Francisco County Superior Court, Case No. CGC-23-610504, filed on November 17, 2023 (*Haynes* PAGA Action); (iii) *Hooker v. Tower Wav, LLC*, San Francisco County Superior Court, Case No. CGC-23-610064, filed on October 30, 2023; (iv) *Martinez v. Tower WAV LLC*, San Francisco County Superior Court, Case No. CGC-23-608253, filed on August 9, 2023; and (v) *Villatoro v. Tower WAV LLC*, Los Angeles County Superior Court, Case No. 24STCV03367, filed February 8, 2024.

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

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

1.4 “Aggrieved Employee” means all hourly-paid, non-exempt employees who performed work in California and who are or were formerly employed by Defendant Tower WAV, LLC or its wholly-owned subsidiary, Tower EV, LLC, within the State of California from October 18, 2022 through October 14, 2024.

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1.5 “Class” means all persons currently or formerly employed by Defendant Tower WAV, LLC or its wholly-owned subsidiary, Tower EV, LLC, as hourly-paid, non-exempt employees within the State of California during the Class Period.

1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, and Mariam Nazaretyan of Wilshire Law Firm, APLC; Douglas Han of Justice Law Corporation; and Michael Nourmand of The Nourmand Law Firm, APC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to one-third (1/3) of the GSA (currently \$333,333.33) and that Defendants and their Defense Counsel shall not object to said request.

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action and paid from the Gross Settlement Amount not to exceed \$50,000.00.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods worked by the Class Member.

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

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

1.12 “Class Notice” means the Court-approved Notice of Settlement and Hearing Date for Final Approval, to be mailed to Class Members in English with a Spanish translation, without material variation, in the form attached as Exhibit A and incorporated by reference into this Agreement.

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1.13 “Class Period” or “Class Settlement Period” means the period from December 30, 2020 through October 14, 2024.

1.14 “Class Representative(s)” means Leticia Haynes, Ezell Young, Deborah Hooker, Robert White, Frederick Howard, Angel Howard, Carol Martinez, and David Villatoro.

1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the payments to the individual Class Representatives for initiating the Actions and providing services in support of the Action, which shall not exceed \$5,000.00 per individual Class Representative.

1.16 “Court” means the Superior Court of California, County of San Francisco.

1.17 “Defendants” means named Defendant Tower WAV LLC and its wholly-owned subsidiary, Tower EV, LLC and its dba, Tower Mobility LLC.

1.18 “Defense Counsel” means Jennifer Kearns and Brooke Tabshouri of Duane Morris LLP.

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

1.20 “Excluded Workweeks” means any Workweeks during the Class Period which were worked by a Class Member but for which said Class Member has previously received a Pick Up Stix settlement payment and executed a settlement release in favor of Defendants. Class Members who received Pick Up Stix settlement payments shall have those Workweeks to which their Pick Up Stix settlements pertained excluded from the calculation of their Workweeks for purposes calculating their individual Class Member Payments hereunder, because they have already received compensation attributable to the Excluded Workweeks and have already signed releases in favor of Defendants that cover the Excluded Workweeks.

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

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

1.23 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24 “Gross Settlement Amount” or “GSA” means One Million Dollars and Zero Cents (\$1,000,000.00), which is the total amount Defendant agrees to pay under the Settlement, inclusive of the \$120,000 credit referenced in Section 2.8 hereof and except as provided in Paragraph 8 below.

1.25 “Individual Class Member Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period, as detailed more specifically in Section 2.9.5 hereof.

1.26 “Individual PAGA Payment” means an 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, as detailed more specifically in Section 2.9.6 hereof.

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

1.28 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to receive seventy-five percent (75%) of the portion of the Gross Settlement Amount allocated to PAGA Penalties.

1.29 “LWDA PAGA Payment” means 75% of the portion of the Gross Settlement Amount allocated to PAGA Penalties, which amount shall be paid to the LWDA pursuant to Labor Code section 2699, subd. (i).

1.30 “Net Settlement Amount” means the Gross Settlement Amount (which includes the \$120,000 credit referenced in Section 2.8 hereof), less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is the Net Settlement Amount and shall be paid to Participating Class Members as Individual Class Member Payments.

1.31 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Non-Participating Class Members shall not receive any Individual Class Member Payments but may receive their proportionate share of PAGA Penalties if they are Aggrieved Employees.

1.32 “Operative Class Complaint” means the operative first amended class action complaint filed in the earliest filed Action bearing Case No. CGC-22-603761, or any amendment to the operative first amended class action complaint thereafter filed in the Coordinated Action pending in the San Francisco County Superior Court, Proceeding No. CJC-25-005404.

1.33 “Operative PAGA Complaints” means the operative PAGA complaints filed in the Actions.

1.34 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.35 “PAGA Period” means the period from October 18, 2022 through October 14, 2024.

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

1.37 “PAGA Notices” means the following letters sent to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a): (i) Plaintiff Deborah Hooker’s August 25, 2023 letter (LWDA-CM-977762-23); (ii) Plaintiff Leticia Haynes’ and Ezell Young’s September 15, 2023 letter (LWDA-CM-981948-23); (iii) Plaintiff Leticia Haynes’, Ezell Young’s, Angel Howard’s, Frederick Howard’s, and Robert White’s December 30, 2024 amended letter (LWDA-CM-981948-23); (iv) Plaintiff Martinez’s June 6, 2023 letter (LWDA-CM-959423-2); and (v) Plaintiff Villatoro’s February 8, 2024 letter (LWDA-CM-1009929-24).

1.38 “PAGA Penalties” means the sum of Fifty Thousand Dollars (\$50,000.00), which shall be the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount and which shall be allocated as follows: Twenty-Five Percent (25%) to the Aggrieved Employees (\$12,500.00) and Seventy-Five Percent (75%) to the LWDA ((\$37,500.00) in settlement of PAGA claims.

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

1.40 “Plaintiffs” means Leticia Haynes, Ezell Young, Deborah Hooker, Robert White, Frederick Howard, Angel Howard, Carol Martinez, and David Villatoro.

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

1.42 “Released Class Claims” means the claims being released as described in Paragraph 4.2 below.

1.43 “Released PAGA Claims” means the claims being released as described in Paragraph 4.3 below.

1.44 “Released Parties” means Defendant and all of Defendant’s parents, sister companies, subsidiaries, successors, affiliates and assigns (including but not limited to Tower EV, LLC and Tower Mobility, LLC), and all of Defendant’s owners, investors, officers, directors, managers and employees.

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

1.46 “Response Deadline” means the date that is forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and it shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired. If the Response Deadline falls on a Saturday or Sunday, the Response Deadline shall be extended to the following Monday, provided that such Monday is not a national holiday. If the following Monday is a national holiday, the Response Deadline shall be extended to the next day.

1.47 “Settlement” means the disposition of the Actions effected by this Agreement and by the court’s entry of Judgment.

1.48 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period, provided that the Workweek in question is not an “Excluded Workweek” as defined above.

1 2. **RECITALS.**

2 2.1 On December 30, 2022, Plaintiff Haynes filed a class action complaint alleging
3 Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages;
4 (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to
5 timely pay final wages at termination; (6) failed to provide accurate itemized wage statements;
6 (7) failed to indemnify employees for expenditures; (8) made unlawful deductions from wages;
7 and (9) violated California's Unfair Competition Law, California Business and Professions Code
8 section 17200, *et seq.* (Case No. CGC-23-610504). On August 9, 2023, Plaintiff Carol Martinez
9 filed a putative wage and hour class action in San Francisco Superior Court alleging the same
10 Labor Code violations (Case No. CGC-23-608253). On February 8, 2024, Plaintiff David
11 Villatoro filed a putative class action in Los Angeles Superior Court against Defendant alleging
12 the same Labor Code violations (Case No. 24STCV03367).

13 2.2 After submitting PAGA Notices and notifying the LWDA and Defendant that Plaintiffs
14 intended to proceed with a representative action under PAGA, Plaintiff Deborah Hooker filed a
15 PAGA enforcement action in San Francisco Superior Court on October 30, 2023 (Case No. CGC-
16 23-610064). Thereafter, Plaintiffs Leticia Haynes and Ezell Young filed a PAGA enforcement
17 action in San Francisco Superior Court on November 17, 2023 (Case No. CGC-23-610504),
18 alleging claims for penalties pursuant to Labor Code § 2699, *et seq.*

19 2.3 Defendant denies the allegations in all of the Actions, denies any failure to comply with
20 the laws identified in the Actions, and denies any and all liability for the causes of action alleged
21 in the Actions.

22 2.4 On February 14, 2025, the Parties participated in an all-day mediation presided over by
23 mediator Tagore Subramaniam. With the help of Mr. Subramaniam, the Parties were able to reach
24 an agreement on general settlement terms that same day.

25 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
26 of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained from Defendant and
27 analyzed a representative sampling of time and payroll data for Class Members and the necessary
28 policy documents through informal discovery to properly evaluate the strengths and weaknesses

of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.6 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

2.7 The Parties, Class Counsel and Defense Counsel represent that they are aware of three wage and hour putative class or representative PAGA actions that were filed after this case, and which will be affected or extinguished by this Settlement, in that the plaintiffs in such later-filed actions are Class Members and/or Aggrieved Employees in the instant action. Plaintiffs' counsel in each of these other later-filed cases were notified of the existence of this settlement and the fact that the plaintiffs in those cases are Class Members and/or Aggrieved Employees in this action. The later-filed actions which will be affected by this settlement are the following:

- a. *Jennifer Young Pae v. Tower EV, LLC – Los Angeles Superior Court Case No. 25STCV00717, filed January 10, 2025. Petition for coordination with multiple other cases denied. Once the case is returned to LASC, Tower EV will respond with a motion to compel arbitration and for order striking class claims pursuant to the class action waiver language in the arbitration agreement.*
- b. *Keonna Reese v. Tower EV, LLC – Los Angeles Superior Court Case No. 25STCV20991, filed July 15, 2025. Putative wage and hour class action. Motion to strike class claims and to compel arbitration granted. Reese has filed an appeal from this ruling.*
- c. *Keonna Reese v. Tower EV, LLC – Los Angeles Superior Court Case No. 25STCV28147, filed September 25, 2025. PAGA representative action. Plaintiff has been ordered to arbitrate her individual wage and hour claims. PAGA representative action stayed pending outcome of plaintiff's individual arbitration. Plaintiff has not yet initiated arbitration.*

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1 **MONETARY TERMS.**

2 2.8 Gross Settlement Amount. The Gross Settlement Amount (“GSA”) is One Million
3 Dollars (\$1,000,000.00), less a \$120,000.00 credit for Pick Up Stix settlement payments made to
4 160 Class Members. Class Members who received Pick Up Stix settlement payments provided
5 Defendant with releases of their wage and hour claims as of the date they received their Pick Up
6 Stix settlement payments. These Pick Up Stix settlements occurred primarily in April 2023, with
7 six (6) of the Pick Up Stix settlements occurring in May, June and July 2023. The Pick Up Stix
8 settlements and releases occurred after the filing of the Actions but prior to the date of mediation
9 held on February 14, 2025. Except as otherwise provided by Paragraph 8 below, Defendant will
10 pay the sum of Eight Hundred Eighty Thousand Dollars and Zero Cents (\$880,000.00) (gross
11 settlement amount of \$1,000,000.00 less \$120,000.00 credited against the Gross Settlement
12 Amount for Class Member settlement payments and releases previously obtained) to fully settle,
13 resolve, and extinguish all claims asserted in the Actions, including without limitation all claims
14 asserted in the PAGA Notices. The Gross Settlement Amount is non-reversionary and does not
15 include employer payroll taxes owed on the wage portions of the Individual Class Member
16 Payments, which Defendant will pay separately by depositing such payroll tax amount with the
17 Administrator.

18 2.9 Payments from the Gross Settlement Amount. The Administrator will deduct and make
19 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
20 in the Final Approval:

21 2.9.1 To Plaintiffs: A payment for the Class Representative Service Payments to Plaintiffs
22 of not more than \$5,000.00 to each Plaintiff. Each Plaintiff’s Class Representative Service
23 Payment shall be in addition to any Individual Class Member Payment and in addition to any
24 Individual PAGA Payment to which the Plaintiffs are entitled in their capacities as Participating
25 Class Members and/or Aggrieved Employees. Defendant will not oppose Plaintiffs’ request for
26 Class Representative Service Payments provided that Class Representative Service Payments do
27 not that do not exceed Five Thousand Dollars per Class Representative. As part of the motion for
28 the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for

any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the payment of the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for all taxes owed on the Class Representative Service Payments.

2.9.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$333,333.33 and a Class Counsel Litigation Expenses Payment for actual costs, not exceeding \$50,000.00. Defendant will not oppose requests for these payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment in less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report payment of the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

2.9.3 To the Administrator: An Administrator Costs Payment for actual costs, not to exceed Thirty-One Thousand Dollars (\$31,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

1 2.9.4 PAGA Payments. The sum total of Fifty Thousand Dollars (\$50,000.00) will be
2 deducted from the Gross Settlement Amount and distributed to the State of California and to
3 Aggrieved Employees, as more particularly detailed in Section 2.9.6 below, as PAGA Payments.

4 2.9.5 To Each Participating Class Member: Each Individual Class Member Payment shall
5 be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks
6 worked by all Participating Class Members during the Class Period, and (b) multiplying the result
7 by each individual Participating Class Member's Workweeks less such individual Participating
8 Class Member's Excluded Workweeks (if any). [For those Participating Class Members who
9 entered into individual Pick Up Stix settlements with Tower WAV and/or Tower EV, the only
10 workweeks that will count toward calculation of that person's Workweeks shall be workweeks
11 worked by the individual beginning after the date of the Pick Up Stix settlement agreement.]

12 2.9.5.1 Tax Allocation of Individual Class Member Payments. Twenty percent
13 (20%) of each Participating Class Member's Individual Class Member Payment will be allocated
14 to the settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax
15 withholding and will be reported as wage compensation on an IRS W-2 Form. Defendant will
16 separately deposit with the Administrator the employer portion of employment taxes due and
17 owing on the Wage Portion of the settlement. The remaining eighty percent (80%) of each
18 Participating Class Member's Individual Class Member Payment will be allocated to the
19 settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions
20 are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class
21 Members shall assume full responsibility and liability for any employee taxes owed on their
22 Individual Class Member Payment.

23 2.9.5.2 Effect of Non-Participating Class Members on Calculation of Individual
24 Class Member Payments. Non-Participating Class Members will not receive any Individual Class
25 Member Payments. The Administrator will retain amounts equal to their Individual Class Member
26 Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-
27 rata basis.

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2.9.6 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 shall be paid from the Gross Settlement Amount, with 75% of such amount, or Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) paid to the LWDA and 25% of such amount, or Twelve Thousand Five Hundred Dollars (\$12,500.00), allocated to and distributed as Individual PAGA Payments to the Aggrieved Employees.

2.9.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$12,500.00 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 individual Aggrieved Employee's PAGA Pay Periods worked. Aggrieved Employees assume full responsibility and liability for any taxes owed as a result of their receipt of their Individual PAGA Payment. A Class Member who does not participate in the settlement of the Class Claims will nonetheless receive an Individual PAGA Payment if such non-participating Class Member is an Aggrieved Employee.

2.9.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members as Individual Class Member Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there were approximately 3,988 Class Members who collectively worked a total of 55,994 workweeks from December 30, 2020 through October 14, 2024. Based on a review of its records, Defendant represents there were 3,639 Aggrieved Employees who collectively worked a total of approximately 21,386 PAGA Pay Periods during the PAGA Period.

3.2 Class Data. Not later than twenty one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of administering this Settlement and for no other purpose, and shall restrict access to the

Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

3.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes on the portion of the settlement allocated to Participating Class Members' wages by transmitting the funds to the Administrator no later than twenty one (21) calendar days after the Effective Date but not earlier than six months from the date on which all parties have executed this Agreement.

3.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Member Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Member Payments and Individual PAGA Payments.

3.4.1 The Administrator will issue checks for the Individual Class Member Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator

1 may send Participating Class Members a single check combining the Individual Class Member
2 Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
3 Administrator must update the recipients' mailing addresses using the National Change of
4 Address Database.

5 3.4.2 The Administrator must conduct a Class Member Address Search for all other Class
6 Members whose checks are returned undelivered without USPS forwarding address. Within seven
7 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
8 forwarding address provided or to an address ascertained through the Class Member Address
9 Search. The Administrator need not take further steps to deliver checks to Class Members whose
10 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
11 replacement check to any Class Member whose original check was lost or misplaced, requested
12 by the Class Member prior to the void date.

13 3.4.3 For any Class Member whose Individual Class Member Payment check or
14 Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator
15 shall transmit the funds represented by such checks to the California Controller's Unclaimed
16 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
17 the requirements of California Code of Civil Procedure Section 384, subd. (b).

18 3.4.4 The payment of Individual Class Member Payments and Individual PAGA
19 Payments shall not obligate Defendants to confer any additional benefits or make any additional
20 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
21 this Agreement.

22 4. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
23 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
24 Class Member Payments, Plaintiffs, Class Members, and Class Counsel will release claims
25 against all Released Parties as follows:

26 4.1 **Plaintiffs' Release.** Plaintiffs discharge Released Parties from all claims,
27 transactions, or occurrences, that occurred during the Class Period, including, but not limited to,
28 all claims that were, or reasonably could have been, alleged, based on the facts contained in the

Operative Complaints; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

4.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs individually expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Each Plaintiff agrees that if he, she or they later discover new facts, or facts different from those understood by such Plaintiff at the time of execution of this Agreement, this Agreement will remain binding and in full force and effect.

4.2 Released Class Claims: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs in the Operative Class Complaints, or that could have been brought by Plaintiffs against Defendants in the Operative Class Complaints based on the facts alleged therein, including: Any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the Operative Class Complaints, or that could have been alleged based upon the facts alleged in the operative complaints. Nothing in this Agreement shall release any claims that were not alleged in the

Operative Class Complaints or which could not have been alleged based on the facts alleged in the Operative Class Complaints. Nothing in this release shall release or limit any obligation created by this Agreement

4.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts alleged in the Operative PAGA Complaints or alleged in Plaintiffs' respective PAGA Notices to the LWDA (the "Released PAGA Claims"). The Released PAGA Claims are those that accrued during the PAGA Period only. The State of California shall release all and any PAGA claims rights, demands, liabilities, penalties, fines, debts and causes of action, arising from the PAGA claims pled in the Actions or LWDA notices; or that could have been pled in the Actions based on the allegations therein.

5. **MOTION FOR PRELIMINARY APPROVAL**. Upon execution of this Agreement by all parties thereto, Plaintiffs' counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") without delay but in no event later than sixty (60) days after the Agreement has been fully executed.

5.1 Defendants' Declaration in Support of Preliminary Approval. Within 10 (ten) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

5.2 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class

Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, or identify such pending matters or actions. Plaintiffs will also seek to file an amended complaint consolidating all of the settling actions for purposes of settlement in the Coordinated Action.

5.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

5.4 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.

6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. 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.

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

6.3 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 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

6.4 Notice to Class Members.

6.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

6.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further

1 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
2 USPS a second time.

3 6.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
4 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
5 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
6 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
7 deadline with the re-mailed Class Notice.

8 6.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
9 discovers any persons who believe they should have been included in the Class Data and should
10 have received Class Notice, the Parties will expeditiously meet and confer in person or by
11 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
12 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
13 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
14 requiring them to exercise options under this Agreement not later than fourteen (14) days after
15 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

16 6.5 Requests for Exclusion (Opt-Outs).

17 6.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
18 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
19 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
20 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
21 is a letter from a Class Member or his/her representative that reasonably communicates the Class
22 Member's election to be excluded from the Settlement and includes the Class Member's name,
23 address and email address or telephone number. To be valid, a Request for Exclusion must be
24 timely faxed, emailed, or postmarked by the Response Deadline.

25 6.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
26 to contain all the information specified in the Class Notice. The Administrator shall accept any
27 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
28 person as a Class Member and the Class Member's desire to be excluded. The Administrator's

determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 4.2 and 4.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4 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 Member Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 4.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the

calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

6.7 Objections to Settlement.

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

6.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

6.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the

1 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
2 and other identifying information of Class Members who have timely submitted valid Requests
3 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
4 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
5 Exclusion from Settlement submitted (whether valid or invalid).

6 6.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
7 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
8 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
9 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
10 received and/or resolved, and checks mailed for Individual Class Member Payments and
11 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the
12 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
13 Requests for Exclusion and objections received.

14 6.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
15 address and make final decisions consistent with the terms of this Agreement on all Class Member
16 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
17 shall be final and not appealable or otherwise susceptible to challenge.

18 6.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
19 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
20 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
21 for filing in Court attesting to its due diligence and compliance with all of its obligations under
22 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
23 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
24 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
25 number of written objections and attach the Exclusion List. The Administrator will supplement
26 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
27 for filing the Administrator’s declaration(s) in Court.

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

7. **CLASS SIZE**. Based on its records, Defendant represents there were approximately 3,988 Class Members who collectively worked a total of approximately 55,994 Workweeks during the Class Period that ended on October 14, 2024.

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

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

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

Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, 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.

8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as 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.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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.

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

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has 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 class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, 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 the other Party of any judicial or agency order,

1 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense
2 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
3 communication, before the filing of the Motion for Preliminary Approval, with any third party
4 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
5 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
6 communications with Class Members in accordance with Class Counsel’s ethical obligations
7 owed to Class Members.

8 10.3 No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
11 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
12 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

13 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

1 10.7 No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 10.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
13 to the benefit of, the successors of each of the Parties.

14 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting.

20 10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 10.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

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

To Plaintiffs:

John G. Yslas
john.yslas@wilshirelawfirm.com
 Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
 Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
 Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

DOUGLAS HAN (SBN 232858)
dhan@justicelawcorp.com
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 Pasadena, California 91103
 Telephone: (818) 230-7502
 Facsimile: (818) 230-7259

Michael Nounnand, Esq. (SBN 198439)
mnourmand@nourmandlawfirm.com
THE NOURMAND LAW FIRM, APC
 8822 West Olympic Boulevard
 Beverly Hills, California 90211
 Tel. 310.553.3600
 Fax 310.553.3603

To Defendant:

Jennifer A. Kearns (SBN 125588)
 Brooke Tabshouri (SBN 279145)
DUANE MORRIS LLP
 750 B Street, Suite 2900
 San Diego, CA 92101-4681
 E-mail: jkearns@duanemorris.com
bbshtabshouri@duanemorris.com

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

10.18 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 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.

10.19 Enforcement. If an Action or proceeding is brought by any of the Plaintiffs or Defendants to enforce this Agreement, the prevailing party shall be entitled to their reasonable attorneys' fees and costs.

IT IS SO AGREED.

By the Parties:

DATED: 6/24/2026

DocuSigned by:
LHaynes
0A889754A80C49A...

Leticia Haynes

DATED: 6/29/2026

DocuSigned by:
EY
0C42B68BD6C7401...

Ezell Young

DATED: 6/25/2026

Signed by:
Deborah Hooker
52C6544005B6444...

Deborah Hooker

DATED: 6/30/2026

DocuSigned by:
Robert White
ABE838F1AB2F4A9...

Robert White

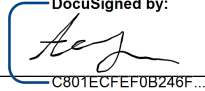
DATED: 6/24/2026

Signed by:
Frederick Howard
C4D594457A34451...

Frederick Howard

DATED: 6/25/2026

DocuSigned by:


C801ECFEF0B246F...

Angel Howard

DATED: _____

Carol Martinez

DATED: _____

David Villatoro

DATED: _____

Defendant Tower Wav LLC

By: Andres Muñoz _____

Position: Chief Executive Officer _____

Approved by counsel:

DATED: June 24, 2026

WILSHIRE LAW FIRM

BY: _____



John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan

Counsel for Plaintiffs Leticia Haynes, Ezell Young,
Deborah Hooker, Robert White, Frederick Howard, and
Angel Howard

DATED: _____

JUSTICE LAW CORPORATION

BY: _____

Jonathan Melmed

Counsel for Plaintiff Carol Martinez

DATED: _____

THE NOURMAND LAW FIRM, APC

1
2 DATED: _____

3 Angel Howard

4 DATED: 07/06/2026

Carol Martinez

6 Carol Martinez

7 DATED: _____

8 David Villatoro

9 DATED: _____

10 Defendant Tower Wav LLC

11 By: Andres Muñoz _____

12 Position: Chief Executive Officer _____

13
14 Approved by counsel:

15 DATED:

16 **WILSHIRE LAW FIRM**

17 BY: _____

18 John G. Yslas
19 Diego Aviles
20 Harry Erganyan
21 Mariam Nazaretyan

22 Counsel for Plaintiffs Leticia Haynes, Ezell Young,
23 Deborah Hooker, Robert White, Frederick Howard, and
24 Angel Howard

25 DATED: 07/06/26

26 **JUSTICE LAW CORPORATION**

27 BY: *D. Han* _____

28 Douglas Han

Counsel for Plaintiff Carol Martinez

DATED:

THE NOURMAND LAW FIRM, APC

1
2 DATED: _____

3 Angel Howard

4
5 DATED: _____

6 Carol Martinez

7
8 DATED: 07/07/2026



9 David Villatoro

10 DATED: _____

11 Defendant Tower Wav LLC

12 By: Andres Muñoz _____

13 Position: Chief Executive Officer _____

14 Approved by counsel:

15
16 DATED:

WILSHIRE LAW FIRM

17
18 BY: _____

19 John G. Yslas
20 Diego Aviles
21 Harry Erganyan
22 Mariam Nazaretyan

Counsel for Plaintiffs Leticia Haynes, Ezell Young,
Deborah Hooker, Robert White, Frederick Howard, and
Angel Howard

23 DATED:

JUSTICE LAW CORPORATION

24
25 BY: _____

26 Jonathan Melmed

27 Counsel for Plaintiff Carol Martinez

DATED: _____

Angel Howard

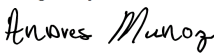
DATED: _____

Carol Martinez

DATED: _____

David Villatoro

DATED: 7/2/2026

Signed by:

E3F7C24858F641B...

Defendant Tower Wav LLC

By: Andres Muñoz _____

Position: Chief Executive Officer _____

Approved by counsel:

DATED: **WILSHIRE LAW FIRM**

BY: _____

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan

Counsel for Plaintiffs Leticia Haynes, Ezell Young,
Deborah Hooker, Robert White, Frederick Howard, and
Angel Howard

DATED: **JUSTICE LAW CORPORATION**

BY: _____

Jonathan Melmed

Counsel for Plaintiff Carol Martinez

DATED: **THE NOURMAND LAW FIRM, APC**

1 DATED: July 7, 2026

THE NOURMAND LAW FIRM, APC

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3 BY: *Michael Nourmand*

4 Michael Nourmand, Esq.

5 James A. De Sario, Esq.

Counsel for Plaintiff David Villatoro

6 DATED:

DUANE MORRIS LLP

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9 BY:

Jennifer A. Kearns

10 Brooke Tabshouri

11 Poline Pourmorady

Counsel for Tower Wav LLC

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5 Counsel for Plaintiff David Villatoro

6 DATED: 7-10-26

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8 BY: Jennifer A. Kearns

9 Jennifer A. Kearns
10 Brooke Tabshouri
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11 Counsel for Tower Way LLC
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