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[counsel continued on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

HERNAN NOTARIO CAZARIN and
MOSES SILVA, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

U.C.I. CONSTRUCTION, INC., a California
corporation; COREY DELTA
CONSTRUCTORS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BCV-24-101433

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: September 11, 2023

FAC Filed: November 17, 2023

Trial Date: None set

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Attorney for Defendants U.C.I. CONSTRUCTION, INC. and COREY DELTA
CONSTRUCTORS, INC.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiffs Hernan Notario Cazarin and Moses Silva (collectively, “Plaintiffs”) and
3 Defendants U.C.I. Construction, Inc., and Corey Delta Constructors, Inc. (collectively,
4 “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or
5 individually as “Party.”

6 1. **DEFINITIONS.**

7 1.1 “Action” means the consolidated Operative Second Amended Complaint of the civil
8 actions initially filed and separately maintained by Plaintiffs against Defendants but since
9 consolidated into one single class and representative action entitled *Hernan Notario Cazarin and*
10 *Moses Silva v. U.C.I. Construction, Inc., et al.*, Case No. BCV-24-101433, and pending in the
11 Superior Court of the State of California, County of Kern.

12 1.2 “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity the Parties
13 have agreed to appoint to administer the Settlement.

14 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
15 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee” means and includes all individuals who were or have been
19 employed by Defendants in California as non-exempt, hourly employees at any time during the
20 PAGA Period.

21 1.5 “Class” means all persons employed by Defendants in California and classified as non-
22 exempt, hourly employees who worked for Defendants during the Class Period.

23 1.6 “Class Counsel” means Emil Davtyan, David Yeremian, David Keledjian, David
24 Arakelyan, and Enoch J. Kim of D.LAW, INC., Scott M. Lidman and Milan Moore of LIDMAN
25 LAW, APC, and Paul K. Haines of HAINES LAW GROUP, APC.

26 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for
27 reimbursement of reasonable attorneys’ fees and paid from the Gross Settlement Amount.
28

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.

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

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 and include a Spanish translation, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from September 11, 2019 through October 25, 2024.

1.14 “Class Representatives” mean Hernan Notario Cazarin and Moses Silva, the named Plaintiffs in the Operative Second Amended Complaint in the Action seeking Court approval to serve as Class Representatives.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to each Class Representative for initiating the Action and providing services in support of the Action.

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

1.17 “Defendants” means named Defendants U.C.I. Construction, Inc. and Corey Delta Constructors, Inc.

1.18 “Defense Counsel” means Michael E. Brewer of Baker & Mackenzie, LLP.

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

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

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

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

1.23 “Gross Settlement Amount” means \$916,000.00, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Employee’s Taxes and Required Withholdings, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. The Gross Settlement Amount does not include employer’s share of payroll taxes which will be paid by Defendants in addition to the Gross Settlement Amount.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

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

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

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

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

1.29 “Net Settlement Amount” means the Gross Settlement Amount, 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 to be paid to Participating Class Members as Individual Class Payments.

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

1.31 “Operative Complaint” means the operative Second Amended Class and Representative Action Complaint filed in the Action on October 22, 2024.

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

1.33 “PAGA Period” means the period from September 11, 2022 through October 25, 2024.

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

1.35 “PAGA Notices” means Plaintiff Silva’s September 11, 2023 letter and Plaintiff Cazarin’s April 25, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$60,000.00), allocated 25% to the Aggrieved Employees (\$15,000.00) and 75% to LWDA (\$45,000.00) in settlement of PAGA claims.

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

1.38 “Plaintiffs” mean Moses Silva and Hernan Notario Cazarin, the named Plaintiffs in the Action.

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

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means: Defendants U.C.I. Construction, Inc. and Corey Delta Constructors, Inc. and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.43 “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.

1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

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

2. **RECITALS.**

2.1 On September 11, 2023, Plaintiff Silva filed a Class Action Complaint in Contra Costa County Superior Court (Case No. C23-02276) alleging causes of action against Defendant for (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198 ; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7, and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5)

1 Failure to Timely Pay All Final Wages under Labor Code §§ 201, 202, and 203; (6) Failure to
2 Indemnify Under Labor Code § 2802; (7) Unfair Competition In Violation of Business &
3 Professions Code § 17200 *et seq.* On November 17, 2023, Plaintiff Silva filed his First Amended
4 Complaint, which added claims for penalties under PAGA, Labor Code §2698.

5 2.2 On April 25, 2024, Plaintiff Cazarin filed a Class and Representative Action Complaint
6 in Kern County Superior Court (Case No. BCV-24-101433) against Defendants alleging the
7 following wage and hour violations: (1) Failure to Pay Overtime Wages; (2) Failure to Pay
8 Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5)
9 Failure to Reimburse Necessary Business Expenses; (6) Failure to Provide Accurate Wage
10 Statements; (7) Failure to Pay Wages Upon Termination; and (8) Unfair Competition. On July 1,
11 2024, Plaintiff Cazarin filed a First Amended Complaint adding a ninth cause of action for civil
12 penalties under the PAGA.

13 2.3 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Silva and Plaintiff Cazarin
14 gave timely written notice to Defendant and the LWDA by sending their PAGA Notices on
15 September 11, 2023 and April 25, 2024, respectively.

16 2.4 Defendants deny the allegations in the Operative Complaint, deny any failure to comply
17 with the laws identified in the Operative Complaint, and deny any and all liability for the causes
18 of action alleged.

19 2.5 On June 10, 2024, the Parties participated in an all-day mediation presided over by
20 Mediator Michael Dickstein and were able to reach an agreement on general settlement terms.
21 The Parties memorialized their agreement in a Memorandum of Understanding on July 20, 2024.

22 2.6 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
23 of, and applicable law to, the Action, including speaking to current and former employees of
24 Defendants regarding Defendants' employment policies and practices. Prior to mediation,
25 Plaintiffs also obtained and analyzed a representative sampling of time and payroll data for Class
26 Members and the necessary policy documents through informal discovery to properly evaluate
27 the strengths and weakness of the claims and engage in meaningful settlement discussions.
28 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*”).

2.7 On October 22, 2024, Plaintiffs filed the Operative Second Amended Complaint in the Action which added Plaintiff Silva and his pending claims.

2.8 After this Agreement has been fully executed, and in light of the filing of the Operative Second Amended Complaint in the Action including Plaintiff Silva and his claims, Plaintiff Silva will dismiss his action which was filed in Contra Costa County Superior Court.

2.9 The Court has not granted class certification because the Parties engaged in mediation prior to any class certification briefing.

2.10 The Parties, Class 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 Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay Nine Hundred and Sixteen Thousand Dollars (\$916,000.00) and no more as the Gross Settlement Amount and to separately pay any and all Employer Taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 each, totaling \$15,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs’ request for Class

1 Representative Service Payments that do not exceed this amount. As part of the motion for the
2 Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any
3 Class Representative Service Payments no later than 16 (sixteen) court days prior to the Final
4 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
5 Representative Service Payment less than the amount requested, the Administrator will retain the
6 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
7 Administrator will pay the Class Representative Service Payments using IRS Form 1099.
8 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
9 Representative Service Payments.

10 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
11 Gross Settlement Amount, which is currently estimated to be \$305,333.33 and a Class Counsel
12 Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests
13 for these payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and
14 Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval
15 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
16 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
17 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
18 Participating Class Members. Released Parties shall have no liability to Class Counsel or any
19 other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment
20 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
21 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
22 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
23 Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless,
24 and indemnifies Defendants, from any dispute or controversy regarding any division or sharing
25 of any of these Payments.

26 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$14,000.00
27 except for a showing of good cause and as approved by the Court. To the extent the
28

Administration Costs are less or the Court approves payment of less than \$14,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-five percent 75% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$15,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants represent there are approximately **785** Class Members who collectively worked a total of approximately **34,650** Workweeks from September 11, 2019 through October 25, 2024, and approximately **382** Aggrieved Employees who worked a total of approximately **13,000** PAGA Pay Periods from September 11, 2022 through the earlier of October 25, 2024 or the date of preliminary approval.

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class 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 Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. 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 may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the

name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

5.1 **Plaintiffs’ Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint (“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.

5.1.1 **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs’ Release, Plaintiffs 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,

1 and that if known by him or her would have materially affected his or her settlement
2 with the debtor or Released Party.

3 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of
4 themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, release the Released Parties from all claims, rights,
6 demands, liabilities, and causes of action alleged or which could have reasonably been alleged
7 based on the facts alleged in the Operative Complaint that accrued during the Class Period
8 (collectively "Released Class Claims"). Except as set forth in Paragraph 5.3 of this Agreement,
9 Participating Class Members do not release any other claims, including claims for vested benefits,
10 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
11 insurance, disability, social security, workers' compensation, or claims based on facts occurring
12 outside the Class Period.

13 5.3 Release by Aggrieved Employees: All Aggrieved Employees, including Non-
14 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties
17 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
18 Complaint and the PAGA Notices to the LWDA that accrued during the PAGA period ("Released
19 PAGA Claims").

20 The Settlement shall release and bar all Released PAGA Claims by or on behalf of
21 Plaintiffs and all Aggrieved Employee during the PAGA Period, regardless of whether Plaintiffs
22 and/or an Aggrieved Employee negotiates (cashes) their/his/her settlement checks sent pursuant
23 to this Settlement. The Parties agree that there is no statutory right for any Aggrieved Employee
24 to opt out or otherwise exclude himself or herself from the PAGA settlement and the associated
25 release of claims and rights under PAGA. The Parties also agree that Aggrieved Employees do
26 not have a right to intervene in or object to the Settlement, or to require a court to receive and
27 consider objections to the Settlement, and that Aggrieved Employees do not have a right to move
28 to vacate a judgement entered in the Action. As such, an individual Aggrieved Employee opting

1 out of the Class has no impact as to his/her standing and/or inclusion in the PAGA settlement
2 assuming they/he/she qualifies as an Aggrieved Employee. Class Counsel agrees to provide
3 timely notice of the Settlement to the LWDA as required under PAGA. Any Aggrieved
4 Employees who submit a valid and timely Request for Exclusion are still entitled to their
5 Individual PAGA Payment and have no right or ability to opt out of the portion of this Settlement
6 releasing the Released PAGA Claims.

7 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion
8 for preliminary approval (“Motion for Preliminary Approval”).

9 6.1 **Plaintiffs’ Responsibilities**. Plaintiffs will prepare all documents necessary for obtaining
10 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
11 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
12 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
13 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
14 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness
15 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
16 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
17 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
18 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
19 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
20 (Labor Code section 2699, subd. (l)(2)).

21 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
22 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
23 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
24 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
25 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

26 6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex 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.

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 to state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business 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.

7.4.2 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 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks

1 and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
2 Administrator shall update Class Member addresses using the National Change of Address
3 database.

4 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class
5 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
6 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
7 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
8 Notice to the most current address obtained. The Administrator has no obligation to make further
9 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
10 USPS a second time.

11 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
12 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
13 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
14 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
15 deadline with the re-mailed Class Notice.

16 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
17 discovers any persons who believe they should have been included in the Class Data and should
18 have received Class Notice, the Parties will expeditiously meet and confer in person or by
19 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
20 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
21 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
22 requiring them to exercise options under this Agreement not later than fourteen (14) days after
23 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

24 7.5 Requests for Exclusion (Opt-Outs).

25 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
26 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
27 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
28 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion

1 is a letter from a Class Member or his/her representative that reasonably communicates the Class
2 Member's election to be excluded from the Settlement and includes the Class Member's name,
3 address and email address or telephone number. To be valid, a Request for Exclusion must be
4 timely faxed, emailed, or postmarked by the Response Deadline.

5 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
6 to contain all the information specified in the Class Notice. The Administrator shall accept any
7 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
8 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
9 determination shall be final and not appealable or otherwise susceptible to challenge. If the
10 Administrator has reason to question the authenticity of a Request for Exclusion, the
11 Administrator may demand additional proof of the Class Member's identity. The Administrator's
12 determination of authenticity shall be final and not appealable or otherwise susceptible to
13 challenge.

14 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
15 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
16 bound by all terms and conditions of the Settlement, including the Participating Class Members'
17 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
18 Class Member actually receives the Class Notice or objects to the Settlement.

19 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
21 right to object to the class action components of the Settlement. Because future PAGA claims are
22 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
23 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
24 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

25 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
26 the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
27 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
28 allocated to the Class Member in the Class Notice. The Class Member may challenge the

1 allocation by communicating with the Administrator via fax, email or mail. The Administrator
2 must encourage the challenging Class Member to submit supporting documentation. In the
3 absence of any contrary documentation, the Administrator is entitled to presume that the
4 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
5 Data. The Administrator's determination of each Class Member's allocation of Workweeks
6 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
7 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
8 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
9 of the challenges.

10 **7.7 Objections to Settlement.**

11 7.7.1 Only Participating Class Members may object to the class action components of the
12 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
13 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and/or Class Representative Service Payments.

15 7.7.2 Participating Class Members may send written objections to the Administrator, by
16 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
17 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
18 Participating Class Member who elects to send a written objection to the Administrator must do
19 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
20 14 days for Class Members whose Class Notice was re-mailed).

21 7.7.3 Non-Participating Class Members have no right to object to any of the class action
22 components of the Settlement.

23 **7.8 Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
24 performed or observed by the Administrator contained in this Agreement or otherwise.

25 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
26 maintain and use an internet website to post information of interest to Class Members including
27 the date, time and location for the Final Approval Hearing and copies of the Settlement
28 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;

1 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
2 Expenses Payment and Class Representative Service Payments; the Final Approval Order; and
3 the Judgment. The Administrator will also maintain and monitor an email address and a toll-free
4 telephone number to receive Class Member calls, faxes and emails.

5 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
7 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
8 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
9 and other identifying information of Class Members who have timely submitted valid Requests
10 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
11 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
12 Exclusion from Settlement submitted (whether valid or invalid).

13 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
14 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
15 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
16 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
17 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
18 Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment
19 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
20 objections received.

21 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
22 address and make final decisions consistent with the terms of this Agreement on all Class Member
23 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
24 shall be final and not appealable or otherwise susceptible to challenge.

25 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
26 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
27 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
28 for filing in Court attesting to its due diligence and compliance with all of its obligations under

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

7 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
8 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
9 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
10 identification number only of all payments made under this Agreement. At least fifteen (15) days
11 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
12 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
13 of all payments required under this Agreement. Class Counsel is responsible for filing the
14 Administrator's declaration in Court.

15 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
16 Defendants represented that there are approximately **785** Class Members who collectively worked
17 a total of approximately **34,650** Workweeks during the Class Period, and approximately **382**
18 Aggrieved Employees who worked a total of approximately **13,000** PAGA Pay Periods from
19 September 11, 2022 through October 25, 2024. If the total number of Workweeks increases by
20 more than 10% (i.e., to greater than **38,115** Workweeks), then Defendants must increase the Gross
21 Settlement Amount proportionally by the Workweeks worked in excess of 38,115 Workweeks
22 multiplied by the per Workweek value of \$26.44. If this escalator clause is triggered, the Parties
23 agree that the portion of the Gross Settlement Amount allocated to Class Counsel Fees will
24 increase proportionally such that the total amount of Class Counsel Fees remains one-third of the
25 Gross Settlement Amount after the upward adjustment required by this provision is implemented.

26 9. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion
27 identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may,
28 but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if

Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) 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.

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

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

10.3 **Continuing Jurisdiction of the Court**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of

1 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
2 and (iii) addressing such post-Judgment matters as are permitted by law.

3 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
6 counsel, and all Participating Class Members who did not object to the Settlement as provided in
7 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
8 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
9 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
10 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
11 obligations to perform under this Agreement will be suspended until such time as the appeal is
12 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
13 of the Net Settlement Amount.

14 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
15 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
16 modification of this Agreement (including, but not limited to, the scope of release to be granted
17 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
18 expeditiously work together in good faith to address the appellate court's concerns and to obtain
19 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
20 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
21 Court's award of the Class Representative Service Payments or any payments to Class Counsel
22 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
23 as long as the Gross Settlement Amount remains unchanged.

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

27 12. **ADDITIONAL PROVISIONS**.
28

1 12.1 No Admission of Liability, Class Certification or Representative Manageability for
2 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
3 claims. Nothing in this Agreement is intended or should be construed as an admission by
4 Defendants that any of the allegations in the Operative Complaint has merit or that Defendants
5 have any liability for any claims asserted; nor should it be intended or construed as an admission
6 by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
7 certification and representative treatment is for purposes of this Settlement only. If, for any
8 reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
9 Defendants reserve the right to contest certification of any class for any reason, Defendants
10 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
11 for class certification on any grounds available and to contest Defendants' defenses. The
12 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
13 and will not be admissible in connection with, any litigation (except for proceedings to enforce
14 or effectuate the Settlement and this Agreement).

15 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
16 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
17 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
18 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
19 directly or indirectly, specifically or generally, to any person, corporation, association,
20 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
21 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
22 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
23 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
24 government agency. Each Party agrees to immediately notify the other Party of any judicial or
25 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
26 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any
27 conversation or other communication, before the filing of the Motion for Preliminary Approval,
28 with any third party regarding this Agreement or the matters giving rise to this Agreement except

1 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
2 restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s
3 ethical obligations owed to Class Members.

4 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
6 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
7 to communicate with Class Members in accordance with Class Counsel’s ethical obligations
8 owed to Class Members.

9 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
15 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
16 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
17 terms of this Agreement including any amendments to this Agreement.

18 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, submitting supplemental evidence and supplementing points and
21 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
22 or content of any document necessary to implement the Settlement, or on any modification of the
23 Agreement that may become necessary to implement the Settlement, the Parties will seek the
24 assistance of a mediator and/or the Court for resolution.

25 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.

10 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
20 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
21 by Defendants in connection with the mediation, other settlement negotiations, or in connection
22 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
23 may not be used in any way that violates any existing contractual agreement, statute, or rule of
24 court. Not later than 90 days after the date when the Court discharges the Administrator's
25 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs
26 shall destroy, all paper and electronic versions of Class Data received from Defendants unless,
27 prior to the Court's discharge of the Administrator's obligation, Defendants makes a written
28 request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

To Plaintiffs:

LIDMAN LAW, APC
 Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
 Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
 2155 Campus Drive, Suite 150
 El Segundo, California 90245
 Tel: (424) 322-4772
 Fax: (424) 322-4775

HAINES LAW GROUP, APC
 Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
 2155 Campus Drive, Suite 180
 El Segundo, California 90245
 Tel: (424) 292-2350
 Fax: (424) 292-2355

D.LAW, INC.
 Emil Davtyan (SBN 299363)
emil@d.law
 David Yeremian (SBN 226337)
d.yeremian@d.law
 David Keledjian (SBN 309135)
d.keledjian@d.law
 David Arakelyan (SBN 337076)
d.arakelyan@d.law
 Enoch J. Kim (SBN 261146)
e.kim@d.law
 450 N. Brand Blvd. Ste. 840

Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendants:

BAKER & MCKENZIE, LLP
Michael E. Brewer (SBN 177912)
michael.brewer@bakermckenzie.com
Two Embarcadero Center, 11th Floor
San Francisco, CA 94111-3802
Telephone: (415) 576 – 3000
Facsimile: (415) 576 – 3099

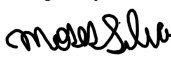
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement 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.

IT IS SO AGREED.

By the Parties:

DATED: 5/28/2025

Signed by:

C5328BB6403645F...

Plaintiff MOSES SILVA

1 DATED: _____

2 Plaintiff HERNAN NOTARIO CAZARIN

5 DATED: _____

6 Defendant U.C.I. CONSTRUCTION, INC.

7 By: _____

8 Position: _____

11 DATED: _____

12 Defendant COREY DELTA CONSTRUCTORS, INC.

13 By: _____

14 Position: _____

17 Approved by Counsel:

18 DATED: May 28, 2025

19 D.LAW, INC.

20 BY: _____

21 David Yeremian

22 David Keledjian

23 David Arakelyan

24 Enoch J. Kim

25 Counsel for Plaintiff Moses Silva

26 DATED: May __, 2025

27 HAINES LAW GROUP, APC

28 BY: _____

Paul K. Haines

1 DATED: 5/29/2025

Hernan Notario Cazarin

2 Plaintiff HERNAN NOTARIO CAZARIN

3
4
5
6 DATED: _____

7 Defendant U.C.I. CONSTRUCTION, INC.

8 By: _____

9 Position: _____

10
11
12 DATED: _____

13 Defendant COREY DELTA CONSTRUCTORS, INC.

14 By: _____

15 Position: _____

16
17 Approved by Counsel:

18
19 DATED: May 28, 2025

D.LAW, INC.

20
21 BY: [Signature]

22 David Yeremian

23 David Keledjian

24 David Arakelyan

25 Enoch J. Kim

26 Counsel for Plaintiff Moses Silva

27
28 DATED: June 2, 2025

HAINES LAW GROUP, APC

BY: [Signature]

Paul K. Haines

Counsel for Plaintiff Hernan Notario Cazarin

DATED: June 2, 2025

LIDMAN LAW, APC

BY: 

Scott M. Lidman
Milan Moore
Counsel for Plaintiff Hernan Notario Cazarin

DATED: April __, 2025

BAKER & MCKENZIE, LLP

BY: _____
Michael Brewer
Attorneys for Defendants U.C.I. Construction, Inc. and
Corey Delta Constructors, Inc.

1 DATED: _____

2 Plaintiff HERNAN NOTARIO CAZARIN

3
4
5 DATED: 5-30-2025

Timothy J. Holz

7 Defendant U.C.I. CONSTRUCTION, INC.

8 By: TIMOTHY J. HOLZ

9 Position: CHIEF EXECUTIVE OFFICER

10
11 DATED: 5-30-2025

Timothy J. Holz

13 Defendant COREY DELTA CONSTRUCTORS, INC.

14 By: TIMOTHY J. HOLZ

15 Position: PRESIDENT

16
17 Approved by Counsel:

18
19 DATED: May 28, 2025

D.LAW, INC.

21 BY: [Signature]

22 David Yeremian

23 David Keledjian

24 David Arakelyan

25 Enoch J. Kim

26 Counsel for Plaintiff Moses Silva

27 DATED: May __, 2025

HAINES LAW GROUP, APC

28 BY: _____

Paul K. Haines

Counsel for Plaintiff Hernan Notario Cazarin

DATED: April __, 2025

LIDMAN LAW, APC

BY: _____
Scott M. Lidman
Milan Moore
Counsel for Plaintiff Hernan Notario Cazarin

DATED: ~~April __, 2025~~
May 30, 2025

BAKER & MCKENZIE, LLP

BY:  _____
Michael Brewer
Attorneys for Defendants U.C.I. Construction, Inc. and
Corey Delta Constructors, Inc.