

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (the “Agreement”) is made by and between Plaintiff ADELA RUEDA (“Rueda Plaintiff”), CELIA SANTACRUZ SOSA and EFREN SANTACRUZ (“Santacruz Plaintiffs” together with Rueda Plaintiff, “Plaintiffs”) and Defendant DTF PREP LLC, a California limited liability company (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff Rueda’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *ADELA RUEDA VS DTF PREP, LLC* initiated on July 21, 2023, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV17115, which is based on a notice letter provided to the LWDA on March 15, 2023.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount, not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid which shall be submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly non-exempt employee, who worked at least one pay period for Defendant at any time during the PAGA period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Fisher & Phillips LLP, the attorneys representing Defendant in the action.
- 1.9. “Defendant” means named Defendant DTF PREP LLC, a California limited liability company.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.11. “Gross Settlement Amount” means Four Hundred Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$427,500.00) which is the total amount Defendant

agrees to pay under the Settlement except as provided in Paragraph 9 below. Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Enhancement Awards, and the Administrator's Expenses Payment.

- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Approval of PAGA Settlement.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Enhancement Awards, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA PAGA Payment.
- 1.17. "PAGA Counsel" means Lavi & Ebrahimian, LLP and Stansbury Brown Law, P.C. the attorneys representing the Plaintiffs in the Action.
- 1.18. "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel for reasonable attorneys' fees incurred to prosecute the Action, up to One Hundred Forty-Two Thousand Four Hundred Ninety-Eight Dollars and Fifty-Seven Cents (\$142,498.57) or 33.333% of the Gross Settlement Amount.
- 1.19. "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action, not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00).
- 1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. "PAGA Period" means the period from May 15, 2022 to March 1, 2024.
- 1.22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.23. "PAGA Notices" collectively means Rueda Plaintiff's April 26, 2022 letter to Defendant and the LWDA and the Santacruz Plaintiffs' October 2, 2023 letter to Defendant and the LWDA collectively providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.25. “Plaintiff” means any of Adela Rueda, Celia Santacruz Sosa, and Efren Santacruz, the named plaintiffs in the Action (collectively, “Plaintiffs”).
- 1.26. “Plaintiffs’ Enhancement Awards” means \$1,000 per named plaintiff in the Action.
- 1.27. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.28. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.29. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.30. “Santacruz Action” means the Class Action lawsuit filed by the Santacruz Plaintiffs on September 29, 2023, in the California Superior Court, County of Los Angeles, Case No. 23STCV23736, to which the Santacruz Plaintiffs filed a First Amended Complaint adding a cause of action for civil penalties pursuant to PAGA on December 8, 2023.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On May 15, 2023, Plaintiff Rueda commenced the Action by filing a complaint alleging causes of action relating to wage and hour claims against Defendant. The operative complaint in the Action is the complaint filed on July 21, 2023 in the Action for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698, et seq (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Separately, on September 29, 2023, CELIA SANTACRUZ SOSA and EFREN SANTACRUZ (“Santacruz Plaintiffs”) (hereinafter, Plaintiff Rueda, the Santacruz Plaintiffs, and Defendant are collectively referred to as the “Parties”) filed a Class Action Lawsuit filed in the California Superior Court, County of Los Angeles, Case No. 23STCV23736. On December 8, 2023, the Santacruz Plaintiffs filed a First Amended Complaint to add a cause of action for civil penalties pursuant to PAGA.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Rueda gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), the Santacruz Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On March 1, 2024, the Parties participated in an all-day mediation presided over by Todd Smith, Esq., which led to this Agreement to settle the Action.

- 2.6. Prior to mediation Plaintiffs obtained, through informal discovery, pertinent documents and data for the PAGA members so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Four Hundred Twenty-Seven Thousand Five Hundred Dollars and Zero Cents \$427,500.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.333% which is currently estimated to be One Hundred Forty-Two Thousand Four Hundred Ninety-Eight Dollars and Fifty-Seven Cents (\$142,498.57) and PAGA Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less

or the Court approves payment of less than the foregoing amount specified in this Paragraph 3.2.2. the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Plaintiffs: Up to a total of Three Thousand Dollars and Zero Cents (\$3,000) for Enhancement Awards to Plaintiffs subject to Court approval. Specifically, PAGA Counsel will seek up to \$1,000 for an Enhancement Award to each Plaintiff, for a combined total of no more than Three Thousand Dollars and Zero Cents (\$3,000). Defendant will not object to a request for Enhancement Awards for Plaintiffs. These payments will be in addition to Plaintiffs' Individual PAGA Payments and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Awards to the Plaintiffs are for their services in connection with this Lawsuit and are not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Awards and shall report them on an IRS Form 1099, which shall be provided to Plaintiffs and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Awards do not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Awards constitute wages for income tax and withholding purposes. Plaintiffs agree to assume all responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Enhancement Awards paid under this Agreement, and all liability associated therewith. In the event that the Court reduces or does not approve the requested Enhancement Awards, the Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, and it shall remain binding.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount shall be Net Settlement Amount, as adjusted by the court to account for changes to the amount awarded for: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Enhancement Awards, and the Administration Expenses Payment. The PAGA Penalties will be allocated as follows: 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2.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. Aggrieved Employee Pay Periods. Based on a review of its records as of the date of the parties' mediation, Defendant estimated that Aggrieved Employees worked a total of 14,250 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 30 days of the approval of the settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date; provided, however, that Defendant's payment of the Gross Settlement is expressly conditioned on the dismissal of the Santacruz Action by the court. In the event that the Santacruz Action is not dismissed prior to the Effective date, then Defendant will have 30 days from the date the Santacruz Action is dismissed to fund the settlement.
- 4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Plaintiffs' Enhancement Awards, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement

Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices, including any claims for PAGA penalties for: failure to pay wages for all hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally required and legally compliant meal and rest periods and/or pay premiums at the regular rate of pay for any failure to provide all legally required and legally compliant meal and rest periods, failure to reimburse necessary business expenses, failure to timely pay earned wages during and at the end of employment, failure to make necessary disclosures at the time of hire pursuant to Labor Code section 2810.5, failure to pay accrued paid sick leave days in violation of Labor Code § 245.5, and failure to provide complete and accurate wage statements.
- 5.2. Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices including

any claims for PAGA penalties for: failure to pay wages for all hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally required and legally compliant meal and rest periods and/or pay premiums at the regular rate of pay for any failure to provide all legally required and legally compliant meal and rest periods, failure to reimburse necessary business expenses, failure to timely pay earned wages during and at the end of employment, failure to make necessary disclosures at the time of hire pursuant to Labor Code section 2810.5, failure to pay accrued paid sick leave days in violation of Labor Code § 245.5, and failure to provide complete and accurate wage statements..

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

- 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to 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)), and this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs 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.
- 6.2. Amendment to Operative Complaint. The Parties will file a stipulation to amend the Operative Complaint to add the Santacruz Plaintiffs as named plaintiffs in the Action within 10 days of this Agreement's full execution. Within seven days of notice of the Court order granting the Parties' stipulation adding the Santacruz Plaintiffs as named plaintiffs in the Action, the Santacruz Plaintiffs will dismiss without prejudice the PAGA cause of action in the Santacruz Action.
- 6.3. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on Defendant's records, Defendant estimates that, as of the date of the Parties' mediation, there are 461 Aggrieved Employees (301 current and 160 former employees) during the PAGA Period.

- 9. ESCALATOR CLAUSE.** If the number of pay periods during the PAGA Period, as determined by the Administrator, exceeds Defendant's estimate provided at mediation by more than 10% (i.e., more than 1,425 pay periods), then the Gross Settlement Amount will increase proportionally for each pay period above 10% (i.e., if the pay periods increase by 11% the Gross Settlement Amount will increase by 1%).

- 9.1. Defendant's Alternative Option to Limit PAGA Period. If the escalator clause is triggered, then Defendant may, instead of paying the increase to the Gross Settlement Amount provided for by Paragraph 9 above, opt to end the PAGA Period covered by this settlement

on the date immediately preceding the date that the pay periods first exceed 10% of Defendant's estimate. Defendant must provide notice to the Administrator and PAGA Counsel of its decision to exercise its right under this Paragraph 9.1 within five (5) days of the Administrator informing the Parties that the pay periods exceed Defendant's estimate by more than 10%. In the event Defendant exercises this right, then the Administrator will determine the end date of the PAGA Period.

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

11. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to

implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this

Agreement.

- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Rueda:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
WHTS@lelawfirm.com

To Santacruz Plaintiffs:

Daniel J. Brown (State Bar No. [307604])
dbrown@stansburybrownlaw.com
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Email: dbrown@stansburybrownlaw.com

To Defendant:

BORIS SORSHER (SBN 251718)
bsorsher@fisherphillips.com
LISA L. PETERSON (SBN 292798)
lpeterson@fisherphillips.com
KELSEY L. WONG JAVIER (SBN 316738)
kjavier@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424

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

will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Adela Rueda

Plaintiff ADELA RUEDA

Date: 07/16/2024

Plaintiff CELIA SANTACRUZ SOSA

Date: _____

Plaintiff EFREN SANTACRUZ

Date: _____

Defendant DTF PREP, LLC

Date: _____

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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.

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Plaintiff ADELA RUEDA

Date: _____

Celia S
Plaintiff CELIA SANTACRUZ SOSA

Date: 5/31/24

EFREN SANTACRUZ
Plaintiff EFREN SANTACRUZ

Date: 5/31/24

Defendant DTF PREP, LLC

Date: _____

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APPROVED AS TO FORM ONLY:

Joseph Lavi

LAVI & EBRAHIMIAN, LLP
Joseph Lavi, Esq.
Counsel For Plaintiff ADELA RUEDA

Date: 07/17/2024

STANSBURY BROWN LAW PC
Daniel J. Brown, Esq.
Counsel For Plaintiffs CELIA SANTACRUZ
SOSA and EFREN SANTACRUZ

Date: _____

FISHER & PHILLIPS LLP
Boris Sorsher, Esq.
Counsel For Defendant, DTF PREP, LLC

Date: _____

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP
Joseph Lavi, Esq.
Counsel For Plaintiff ADELA RUEDA

Date: _____



STANSBURY BROWN LAW PC
Daniel J. Brown, Esq.
Counsel For Plaintiffs CELIA SANTACRUZ
SOSA and EFREN SANTACRUZ

Date: June 4,



FISHER & PHILLIPS LLP
Boris Sorsher, Esq.
Counsel For Defendant, DTF PREP, LLC

Date: July 16, 2024
