STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Sergio Huizar (hereinafter "Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below) on one hand, and Defendants J. Velarde, Inc. dba Crystal Chrysler Dodge Jeep Ram, Robert N. La Torre, Inc. dba Torre Nissan, and Geovel Inc. dba I-10 Chrysler Dodger Jeep Ram (collectively referred to as "Defendants"), on the other hand. Plaintiff and Defendants are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC ("Class Counsel"). Defendants are represented by Spencer W. Waldron and Nelly Pineda of Fisher & Phillips LLP.

On December 13, 2023, Plaintiff filed a wage and hour class action complaint in Riverside County Superior Court in the matter entitled *Sergio Huizar v. J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram, et al.,* Riverside Superior Court Case No. CVRI2306697 (the "Action"). On February 20, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("FAC"), adding a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). The FAC pleads the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) failure to indemnify for all necessary business expenditures; (7) unfair competition; and (8) civil penalties under the PAGA.

Given the uncertainty of litigation, Plaintiff and Defendants wish to settle both individually and on behalf of the Settlement Class. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class or Class Member(s).** For the purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to the conditional certification of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendants J. Velarde, Inc. dba Crystal Chrysler Dodge Jeep Ram, Robert N. La Torre, Inc. dba Torre Nissan, and Geovel Inc. dba I-10 Chrysler Dodger Jeep Ram in the State of California at any time from December 13, 2019 until January 11, 2025 (the "Class Period").

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, in any way prevents or prohibits Defendants from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in this matter or in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Class Members and Plaintiff**. In exchange for the consideration set for in this Settlement Agreement, Plaintiff and every member of the Settlement Class (except those who opt out) will be deemed to expressly and fully release and discharge Defendants, and all of their past and present directors, officers, employees, and agents (collectively, the "Released Parties"), as follows:

A. Class Members release any and all claims alleged in the First Amended Class and Representative Action Complaint ("FAC"), or those claims based solely on the facts alleged in the FAC, including: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non–compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, compliant, and itemized wage statements; (f) failure to indemnify for all necessary business expenditures; and (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period.

B. Plaintiff releases all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner during the PAGA Period, for the violations identified in Plaintiff's December 13, 2023 PAGA letter to the Labor & Workforce Development Agency ("LWDA"), including Labor Code violations alleged in the FAC.

C. In light of Plaintiff's Class Representative Enhancement Payment, Plaintiff has also released, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Gross Settlement Amount.** As consideration, Defendants have agreed to pay a non-reversionary Gross Settlement Amount of Four Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($437,500.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage ILYM Group, Inc. as the "Settlement Administrator" to administer this Settlement.

B. This is a non-reversionary settlement. The Gross Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class;

(2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($8,250.00). If the actual costs exceed Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($8,250.00), the additional costs shall be deducted from the Gross Settlement Amount. If the actual costs are less than Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($8,250.00), the difference will revert to the participating Class Members;

(3) Up to Five Thousand Dollars and Zero Cents ($5,000.00), for Plaintiff's Class Representative Enhancement Payment in recognition of his contribution to the Action and his service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members;

(4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Thirty Thousand Dollars and Cents ($30,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members; and

(5) Thirty Thousand Dollars and Zero Cents ($30,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents ($22,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00), will be payable to the Settlement Class as the "PAGA Amount."

D. Defendants' share of employer-side payroll taxes shall be paid by Defendants separately, and in addition to, the Gross Settlement Amount.

E. **Escalator Clause**. The Gross Settlement Amount is based on Defendants' representations that there are an estimated 40,050 total collective workweeks worked by Settlement Class members during the Class Period. If the number of workweeks during the Class Period exceeds this figure by more than 10% (i.e., if there are 44,055 or more workweeks), Defendants shall have the option to either: (1) increase the Gross Settlement Amount on a proportional basis above the 10%

threshold (i.e., if there was a 15% increase in the number of workweeks, Defendants shall increase the Gross Settlement Amount by 5%); or (2) shorten the Class Period to cover the time period encompassing 44,055 workweeks.

4. **Payments to the Settlement Class.** Class Members are not required to submit a claim form to receive a payment ("Settlement Payment") from the Settlement. Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Enhancement Payment, the amount set aside as PAGA civil penalties, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Class Member's Settlement Payment based on the following formula:

i. <u>Payments to all participating Class Members</u>: The Settlement Administrator will calculate payments from the Net Settlement Amount based on each participating Class Member's proportionate Workweeks worked during the Class Period. Specifically, each participating Class Member's payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Class Member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Class Members during the Class Period.

ii. <u>PAGA Amount</u>: In addition to the Net Settlement Amount, each Class Member who was employed by Defendants at any time from December 13, 2022 until January 11, 2025 ("PAGA Period") (including those Class Members who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) designated as the "PAGA Amount" taken from the Gross Settlement Amount as described above and shall be paid based on the proportionate number of pay periods that he or she worked during the PAGA Period.

C. Within ten (10) calendar days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Payment amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Payments, less applicable taxes and withholdings, to participating Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' counsel. After Settlement Payments are mailed to Class Members, the Settlement

Administrator shall distribute the amounts approved for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Enhancement Payment, payment to the LWDA for its share of PAGA civil penalties, and settlement administration expenses.

D. For purposes of calculating applicable taxes and withholdings, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as follows: Twenty percent (20%) as wages; and Eighty percent (80%) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

E. Each Class Member who receives a Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. For any Class Members whose check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

F. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Forty-Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents ($145,833.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court.

6. **Class Representative Enhancement Payment.** Defendants will not object to a request for a Class Representative Enhancement Payment of up to Five Thousand Dollars ($5,000.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Payment as Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested enhancement payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendants will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendants will not object to Plaintiff's seeking permission to pay up to Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($8,250.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Payments, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Payments have been mailed to all participating Class Members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;

C. Appointing Sergio Huizar as Class Representative for the Settlement Class;

D. Approving ILYM Group, Inc. as the Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of the same in English and Spanish; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Class Member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Payment for each Class Member; and (iv) mail a Notice Packet to each

Class Member in both English and Spanish via U.S. First Class mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Class Member who wishes to opt out of the settlement must complete and mail or deliver a Request for Exclusion Form to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline").

i. The Notice Packet shall state that a Class Member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Class Members who were employed by Defendants at any time during the PAGA Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above.

D. Objections. Class Members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants’ counsel, as well as file all such objections with the Court). Defendants’ counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants’ counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Class Member’s full name and current address, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also orally object to the Settlement by appearing at the Final

Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

E. Notice of Settlement Payment / Disputes. Each Notice Packet mailed to a Class Member shall disclose the amount of the Class Member's estimated Settlement Payment as well as all of the information that was used from Defendants' records in order to calculate the Settlement Payment. Class Members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Payment shall be binding upon the Class Member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, LWDA payment, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, and nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. All of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication**. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Class Members, as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, or unless otherwise ordered by the Court. Class Counsel shall not report this Settlement in any medium or in any publication, shall not post or report anything regarding Plaintiff's claims on Class Counsel's website, and shall not contact any reporters or media regarding the Settlement. Class Counsel are authorized to make a limited disclosure for the purpose of obtaining approval of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:	Spencer W. Waldron, Fisher & Phillips LLP, 2050 Main Street, Suite 100, Irvine, California 92614; swaldron@fisherphillips.com
if to Plaintiff:	Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 5/13/26

J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram
Robert N. La Torre, Inc. d.b.a. Torre Nissan
Geovel, Inc. d.b.a. I-10 Chrysler Dodge Jeep Ram

By: Alexia Velarde
Title: VP

DATED:

Sergio Huizar

By:____________________________
Plaintiff and Settlement Class Representative

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DATED:

J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram
Robert N. La Torre, Inc. d.b.a. Torre Nissan
Geovel, Inc. d.b.a. I-10 Chrysler Dodge Jeep Ram

By:__________________________________
Title: ______________________________

DATED: 18/05/2026

Sergio Huizar

By: Sergio Huizar (May 18, 2026 14:30:48 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: **05/14/26**

FISHER & PHILLIPS, LLP

By: Spencer Waldron

Spencer W. Waldron
Nelly Pineda
Attorneys for Defendants

DATED:

HAINES LAW GROUP, APC

BY:________________________________

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

APPROVED AS TO FORM:

DATED: FISHER & PHILLIPS, LLP

By:______________________________________

Spencer W. Waldron
Nelly Pineda
Attorneys for Defendants

DATED: 06/01/2026 HAINES LAW GROUP, APC

BY: Sean Blakely

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff