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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JONATHAN SILVA, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

EFUEL, LLC, a California Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 25CV020317

Assigned to the Hon. Jill H. Talley

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

HEARING INFO

Date: June 26, 2026

Time: 9:00 a.m.

Dept.: 8A

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1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorney of record for Plaintiff Jonathan Silva and the Settlement Class.
2. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.
3. I have reviewed the Sacramento County Superior Court Complex Litigation Department's Revised March 10, 2026 Checklist for Approval of Class Action and PAGA Settlements and believe that the moving papers substantially comply with all applicable requirements

4. I graduated with a Bachelor of Arts degree in Political Science from the University of California, Berkeley, in 2007. I received my J.D. from Loyola Law School—Los Angeles in 2012 and became a member of the California State Bar in December 2012.

5. Before beginning my legal career, I served as a judicial extern for the Honorable Justice Fred Woods of the Second District Court of Appeal, Division Seven. I was also an appellate law clerk at Greines, Martin, Stein & Richland LLP.

6. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts, the U.S. Court of Appeals for the Ninth Circuit, the U.S. District Court for the Central District of California, Eastern District of California, and Southern District of California, and have litigated class action and Private Attorneys General Act (“PAGA”) representative action cases in various courts in California.

7. I have handled approximately 300 employment litigation matters during my eleven years in practice. Over the last seven years, my practice has exclusively represented employees, most of which included class action and representative action wage and hour matters. I have been appointed by various courts as class counsel and have received final court approval and judgment

1 in numerous class actions. I anticipate receiving final approval in many more in the future.

2 8. As part of these settlements and judgments, I have recovered at least 50 million
3 dollars in damages for my clients and the class members (who often work as essential workers,
4 nurses, technicians, warehouse workers, truck drivers, sales, and countless other trades).

5 9. I was selected as a “Super Lawyer Rising Star” in Employment Litigation from
6 2017 through 2022 and as a “Super Lawyer” in 2023 through 2026. This distinction is reserved
7 for the top 2.5% of lawyers in the practice area. I have also been recognized by TopVerdicts.com
8 for achieving several of the top wage-and-hour class-action settlements and PAGA actions in
9 California.

10 10. I have attended numerous Continuing Legal Education courses on employee
11 advocacy.

12 11. My firm has the experience, resources, and means necessary to allow us to
13 provide adequate representation to all Settlement Class Members in this Action.

14 12. Currently, my firm is acting as co-counsel in at least twenty-five wage and hour
15 class actions.

16 13. Class Counsel are respected members of the California Bar with strong records
17 of vigorous and effective advocacy for their clients, and they are experienced in handling
18 complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the
19 claims in this action, but they strongly and unequivocally support the proposed Settlement as
20 being in the best interest of the Settlement Class based on the circumstances referenced herein.

21 14. In the opinion of Class Counsel, the recovery for each Settlement Class Member
22 is well within the acceptable range for this type of action. This Settlement is also favorable, as
23 the Settlement Class will promptly receive compensation rather than face the uncertainties
24 inherent in further litigation and the years-long wait for this action to be tried. It is also telling
25 that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth
26 in the Settlement Agreement. No Settlement Class Member has objected to the class-wide
27 Settlement obtained in this matter, and no Settlement Class Member requested exclusion, and
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1 no objections were submitted. Based on all considerations, this Settlement is highly favorable
2 and is in the best interests of the Settlement Class.

3 15. In sum, all relevant factors support final approval of the Settlement. The parties
4 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
5 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
6 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
7 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed
8 requesting denial of final approval and no one requested exclusion from the Settlement weighs
9 strongly in favor of approving the Settlement. For these reasons, this Court should conclude
10 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well
11 within the range of reasonableness.

12 **The Proposed Enhancement Award to Plaintiff as Class Representative is Reasonable**

13 16. Plaintiff and Class Counsel request that the Court finally approve a Class
14 Representative Service Payment of \$10,000 for the time, effort, and risks he undertook in
15 participating in this Action. Because a named plaintiff is an essential ingredient of any class
16 action, a service payment is appropriate to induce individuals to step forward and assume the
17 burdens and obligations of representing the settlement class. In deciding the amount of service
18 payment for a class representative, relevant factors include the actions the plaintiff has taken to
19 protect the interests of the settlement class, the degree to which the settlement class has
20 benefited from those actions, and the amount of time and effort the plaintiff expended in
21 pursuing the action.

22 17. In the instant case, Plaintiff assisted Class Counsel on many occasions with
23 investigating and prosecuting this action. Plaintiff provided many documents and relevant
24 information to Class Counsel, spent numerous hours educating Class Counsel on the inner
25 workings of Defendant's operations and timekeeping practices, and made himself available for
26 mediation. The amount sought for the Class Representative aligns with service payments in
27 similar wage-and-hour class actions. In Class Counsel's experience, service payments in wage
28 and hour actions typically range from \$5,000 to \$40,000. Further, Defendant supports the

1 requested Class Representative Service Payment of \$10,000 to Plaintiff.

2 18. As such, the service payment requested is intended to compensate Plaintiff for
3 his critical role in this case and the substantial time, effort, and risks he undertook to help secure
4 the result obtained on behalf of the Settlement Class. The requested Class Representative
5 Service Payment is well deserved and warranted.

6
7 **The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate**

8 19. Class Counsel's application for an award of Attorneys' Fees in an amount of
9 approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable
10 and fair. The requested fee falls at the lower end of the Ninth Circuit's historical benchmark
11 for attorneys' fees, 20% to 40% of a common fund. It is fair compensation for undertaking
12 complex, risky, expensive, and time-consuming litigation on a contingent basis.

13 20. For Class Counsel, the fees here were wholly contingent in nature, and the case
14 presented far more risk than the usual contingent fee case. There was the prospect of the
15 enormous costs inherent in class-action litigation and a long battle with the corporate
16 Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other
17 wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great
18 deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class
19 Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award
20 Attorneys' Fees in the amount of \$121,666.67 and costs incurred in the amount of \$26,951.30.

21 21. Class Counsel will have collectively worked approximately 143 hours on this
22 case. Class Counsel's hourly rate, in this case for Mehrdad Bokhour, is \$750 per hour, and my
23 co-counsel, Joshua Falakassa, worked approximately 68.5 hours on this case at an hourly rate
24 of \$725 per hour. Accordingly, this results in a total lodestar amount of \$105,537.50,
25 summarized in the following table and the declaration of Class Counsel. The hourly rates above
26 are comparable to those of other attorneys with comparable experience. The requested fee
27 represents a 1.15 multiplier applied to the combined lodestar, which is well within the range courts
28 regularly approve.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$750	74.5 ¹	\$55,875
Joshua Falakassa	12 years	\$725	68.5	\$49,662.50
Total Lodestar				\$105,537.50

Task	Mehrdad Bokhour	Joshua Falakassa
Pre-filing Investigation	5	5
PAGA Notice	3	3
Complaint	3	3
Case Management	2	2
Discovery and class certification prep	10	10
Informal Discovery for Mediation	8	5
Mediation/Settlement	12	10
Preliminary approval motion	6.5	5.5
Final approval motion	5	5
Estimated Future Work	20	20
Total hours	74.5	68.5

22. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

23. It has been my experience that the benchmark for an attorney's fee award in California state cases is one-third of a common fund. Here, Class Counsel requests 33.33% of the Settlement Amount.

24. The fee is warranted because of the results achieved for the Settlement Class

¹ Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 10 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto..

Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

25. The following are the itemized litigation costs (actually incurred) for the above-referenced matter:

(1)	LWDA Filing Fee	\$75
(2)	Mediation	\$14,000
(3)	Filing Fees	\$2,339.30
(4)	Service of Process	\$82
(5)	Expert fees	\$10,455
	Total	\$26,951.30

26. The LWDA's confirmation of receipt of this settlement and motion for final approval are attached hereto as **Exhibit "A."**

27. A true and correct copy of the Settlement Agreement is attached as **Exhibit "B."**

28. Plaintiff and the Class Members are all individuals who are or were employed by Defendant as non-exempt hourly employees in California between October 1, 2021, and May 12, 2025. The primary claims, which Defendant disputes, involve allegations that the Class Members were not paid all wages owed due to Defendant's timekeeping practices. Additionally, Plaintiff alleges claims for failure to pay all wages, failure to provide meal and rest periods, wage statement violations, waiting time penalties, and associated PAGA penalties.

29. The proposed Settlement was the product of arm's length negotiations, including a full day mediation conducted before experienced class action mediator Steve Serratore, Esq.

30. Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

1 31. As the Settlement Agreement reveals, there is no preferential treatment for any
2 segment of the Settlement Class, as the Settlement is designed to fairly and adequately
3 compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),
4 the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within
5 the range of reasonableness for matters of this nature.

6 32. As set forth at the time of preliminary approval, Class Counsel's investigation into
7 the facts and merits of the wage and hour claims alleged included analyzing substantial amounts
8 of information, correspondence, documents, timekeeping and pay data, policies and procedures,
9 and evidence relating to the class size and the commonality of the claims. During this process,
10 Plaintiff and Class Counsel investigated the potential claims of similarly situated employees and
11 researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information
12 provided by Defendant as to the total Settlement Class Members, the number of current and
13 former employees, and the number of employees who worked during various time periods and
14 prepared comprehensive damages calculations regarding the wage and hour claims at issue.

15 33. In light of the uncertainties of protracted litigation, this negotiated Settlement
16 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount
17 is, of course, a compromise figure, the potential risks and opportunities for both parties were
18 weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through
19 discovery and information exchanges and factoring in claim certification and liability
20 probabilities, Class Counsel formulated detailed damages models to evaluate the claims in
21 preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant
22 denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

23 34. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of
24 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on
25 several grounds.
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35. The Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

36. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split agreement that provides that fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law, P.C.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 2nd day of June 2026, at Los Angeles, California.

Mehrdad Bokhour

EXHIBIT “A”

EXHIBIT “B”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jonathan Silva (“Plaintiff”), on behalf of himself and as a proxy/agent for the State of California and the California Labor and Workforce Development Agency (“LWDA”), and Defendant eFuel, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit file on December 8, 2023, alleging wage and hour violations against Defendant, captioned *Jonathan Silva, on behalf of himself and all other similarly situated v. eFuel, LLC*, Fresno County Superior Court Case No. 23CECG05063, subsequently transferred to the Superior Court of the State of California, County of Sacramento, where it is now pending under Case No. 25CV020317.
- 1.2 “Administrator” means Xpand Legal Consulting LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means that the Class Member’s identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, social security number, and number of Workweeks and PAGA Pay Periods.
- 1.8 “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 a PAGA Member).
- 1.9 “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.
- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be

mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

- 1.11 “Class Period” means the period from October 1, 2021 through May 12, 2025.
- 1.12 “Class Representative” means the named Plaintiff in the operative complaint filed in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of Sacramento.
- 1.15 “Defendant” means the named defendant in the Action, eFuel, LLC.
- 1.16 “Defense Counsel” means Shareef S. Farag and Nicholas D. Poper of Baker & Hostetler LLP.
- 1.17 “Effective Date” means the date by when both the following have occurred: (a) the Court enters a Judgment on its Order granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment becomes 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; or (b) if one or more Participating Class Members object to the Settlement, the first day when the Judgment can no longer be appealed, which is either (i) the day after the deadline for filing a notice of appeal from the Judgment, if no timely appeal from the Judgment is filed, or (ii) the day after the appellate court affirms the Judgment and issues a remittitur, if an appeal from the Judgment is timely filed.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means Three Hundred Sixty-Five Thousand Dollars (\$365,000), which is the total amount Defendant agrees to pay under the Settlement. In no event will Defendant be obligated to pay greater than the Gross Settlement Amount and Defendant’s share of payroll taxes under this Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.

- 1.22 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24 “LWDA” means the California Labor and Workforce Development Agency.
- 1.25 “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.27 “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.
- 1.28 “PAGA Member” means all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the PAGA Period.
- 1.29 “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant in California for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from December 8, 2023 through May 12, 2025.
- 1.31 “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.32 “PAGA Notice” means Plaintiff’s December 8, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members and 75% to the LWDA in settlement of the Released PAGA Claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Jonathan Silva, the named plaintiff in the Action.
- 1.36 “Plaintiff’s Released Claims” means the claims being released as described in Paragraph 5.1 below.

- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40 “Released Parties” means Defendant eFuel, LLC, and any of its past, present, and future parents, subsidiaries, divisions, holding companies, predecessors, successors, assigns, joint ventures, and/or affiliated companies and entities, and each of its/their past, present, and future partners, equity owners, members, managers, employees, officers, directors, shareholders, attorneys, representatives, consultants, insurers, reinsurers, and agents.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement as described in Paragraph 7.5 below.
- 1.42 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and PAGA Members 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. For Class Members to whom Class Notices are re-mailed after having been returned undeliverable to the Administrator, the Response Deadline shall be extended by an additional 14 days.
- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1 On December 8, 2023, Plaintiff filed suit in Fresno County Superior Court, asserting claims based on Defendant’s alleged: (1) failure to pay all overtime and sick wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; (6) failure to reimburse necessary business expenses; and (7) violation of California’s Unfair Competition Law (“UCL”). On February 16, 2024, Plaintiff filed a First Amended Complaint alleging a cause of action for alleged PAGA penalties. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.2 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.

- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4 On March 13, 2025, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq., which led to this Agreement.
- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to all Class Members, relevant policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Periods Employees and workweeks worked during the Class Period.
- 2.6 The Court has not granted class certification.
- 2.7 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, Defendant promises to pay Three Hundred Sixty-Five Thousand Dollars (\$365,000) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has 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 PAGA Members 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 Order:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars (\$10,000), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive under this Settlement. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment to taxing authorities on an IRS Form 1099. Plaintiff assumes full responsibility and liability for all taxes owed on the Class Representative Service Payment.
 - 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than One Hundred Twenty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-

Seven Cents (\$121,666.67) (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars (\$30,000). Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment to taxing authorities on one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Seven Thousand Five Hundred Dollars (\$7,500) except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less, or the Court approves payment of less than \$7,500, the Administrator will allocate the remainder to 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 Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any all taxes owed on their Individual Class Payment.
- 3.2.5 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 according to their respective workweeks.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$13,333.33) will be paid from the Gross Settlement Amount, with 75% (i.e., \$10,000) allocated to the LWDA PAGA Payment and 25% (i.e., \$3,333.33) allocated to the Individual PAGA Payments. The Parties agree that should the Court not approve this allocation and increases it, the Gross Settlement Amount shall not be increased accordingly.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the total amount allocated to the Individual PAGA Payments (i.e., \$3,333.33) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and PAGA Member Pay Periods. Based on Defendant's review of its data, Defendant estimates that the Class consists of approximately 303 Class Members who worked a total of approximately 15,000 Workweeks during the period October 1, 2021 through March 14, 2025.
- 4.2 Class Data. No later than twenty-one (21) days after Defense Counsel's receipt of the Court's Order Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in 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 Administrator's duties under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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. The Settlement Administrator will provide Defendant with wire transfer information within three (3) days after the Effective

Date. Defendant shall fund the Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments within sixty (60) days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will withhold applicable payroll taxes and 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, 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undeliverable). 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 undeliverable without a United States Postal Service ("USPS") forwarding address. Within seven 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, or failing both, re-mailing to the original address. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. 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, sub. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.

4.4.5 The Administrator agrees to execute a separate signature page provided by Class Counsel and Defense Counsel agreeing to be bound by all applicable provisions of this Agreement.

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

5.1 **Release by Plaintiff.** In consideration of Plaintiff's awarded Class Representative Service Payment, Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of himself and his respective former and present spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, releases any and all known and unknown claims against Defendant and the Released Parties that arose on or before the date he signs this Agreement. Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law. The claims, causes of action, transactions and occurrences Plaintiff is releasing, waiving and discharging include, without limitation, any and all claims and causes of action alleging the Released Parties: violated any type of written or unwritten contract, labor contract, agreement, understanding, policy, benefit, retirement, welfare or pension plan, equity, phantom stock, long-term incentive or similar deferred compensation plan, promise, covenant of any kind, including, but not limited to, any covenant of good faith and fair dealing or any employment contract between Plaintiff and the Released Parties and/or any Released Party's bylaw, handbook or policy; discriminated against or harassed Plaintiff on the basis of any characteristic or trait protected under any law, including, but not limited to, race, color, national origin, ancestry, ethnicity, sex, disability, religion, marital status, parental status, military status, pregnancy, genetic information, citizenship, age (including, but not limited to, claims under the Age Discrimination in Employment Act of 1967 (as amended)), source of income, union activities, sexual orientation, gender identity, transgender status, arrest or conviction record, entitlement to benefits, or retaliated against Plaintiff for engaging in any whistleblowing or other protected activity, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders, including without limitation, the California Fair Employment and Housing Act, the California Business and Professions Code and the California Constitution; retaliated against Plaintiff for engaging in any protected activity in violation of local, state or federal laws, constitutions, regulations, ordinances, or executive orders; violated public policy or common law, including, but not limited to, claims for: personal injury; invasion of privacy; retaliatory or wrongful discharge; negligent hiring, entrustment, training, retention or supervision; wanton and willful conduct; defamation, libel, slander or false light; intentional or negligent infliction of emotional

distress and/or mental anguish; intentional interference with contract or business expectancy; negligence; premises liability; detrimental reliance; promissory estoppel; and/or loss of consortium to Plaintiff's or any member of Plaintiff's family; violated the Family Medical Leave Act, or any similar federal, state or local law governing paid or unpaid leave, including, without limitation, the California Family Rights Act; violated the federal Fair Labor Standards Act, or any similar federal, state or local law governing the payment of wages, overtime, misclassification, working conditions or meal and rest breaks, including, without limitation, the California Labor Code and the Industrial Welfare Commission's Wage Orders; violated any other federal, state, local or administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; and/or are in any way obligated for any reason to pay Plaintiff any damages, expenses, penalties, interest, litigation costs, attorney's fees, wages, bonuses, commissions, incentive pay, deferred compensation, severance pay, separation pay, termination pay, any type of payments or benefits based on Plaintiff's separation from employment, disability or any other employee benefits, sick pay, paid time off and/or vacation pay.

5.1.1 General Release. The Parties understand and agree Plaintiff's Released Claims in Paragraph 5.1 and each of its subparagraphs include all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected. It is therefore the intention of the Parties not to limit this release to claims arising out of or in the scope of Plaintiff's employment with Defendant and, instead, to make this release as broad and as general as the law permits.

5.1.2 Plaintiff's Waiver of Rights under Civil Code Section 1542. With respect to the Plaintiff's Released Claims only, the Parties stipulate and agree that the Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of 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.

The Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all of Plaintiff's Released Claims that he does not know or suspect to exist in his favor at the time of the approval of this Settlement Agreement.

5.2 Release by Participating Class Members. In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members will release, on behalf of themselves

and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, any and all claims and/or theories of liability against Defendant and the Released Parties that have been or reasonably could have been alleged in the Action that arose during the Class Period including but not limited to claims for: **(1)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(2)** failure to pay sick wages at the proper legal rate; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204; **(6)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(7)** failure to reimburse necessary business expenses; **(8)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(9)** statutory penalties based on the foregoing; **(10)** civil penalties pursuant to PAGA based on the foregoing (Lab. Code, §§ 2698-2699.6); and **(11)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing (the “Released Class Claims”).

- 5.3 Release by PAGA Members. In consideration for their awarded Individual PAGA Payment, as of the date the Settlement becomes Final, Plaintiff and the LWDA will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, any and all claims and/or theories of liability for civil penalties under PAGA against Defendant and the Released Parties that that have been or reasonably could have been alleged or asserted in the PAGA Notice that arose during the PAGA Period, including but not limited to claims for: **(1)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(2)** failure to pay sick wages at the proper legal rate; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204; **(6)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(7)** failure to reimburse necessary business expenses; **(8)** civil penalties pursuant to PAGA based on the foregoing (Lab. Code, §§ 2698-2699.6); and **(9)** all claims for damages, penalties, interest, fees, costs based on the foregoing (the “Released PAGA Claims”). All PAGA Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, will release the Released PAGA Claims described herein against Defendant and the Released Parties and will receive their Individual PAGA Payment regardless of whether they opt out of the release of the Class Claims.

- 5.4 Preclusive Effect. The doctrines of *res judicata*, claim preclusion, issue preclusion, collateral estoppel and any other similar doctrines shall fully and broadly apply to any claims released under this Agreement to the greatest effect and extent permitted by law.
- 5.5 Certain Labor Code Sections Do Not Apply to Releases. The Parties agree that California Labor Code Sections 206.5 and 2804 do not invalidate any provision of this Agreement because, among other things, the causes of action and released claims are disputed and contested, and the Settlement was bargained for at arm's length and approved by the Court.
6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, Plaintiff will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist and/or other requirements for preliminary approval.
- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel no later than 5 days before filing, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement (including, without limitation, all costs relating to Class Notice and claims administration); (v) signed declarations from Plaintiff and each Class Counsel firm.
- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously preparing, finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is also responsible for delivering the Court's Order granting Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If the Parties cannot reach an agreement, they shall jointly raise the matter with the Court.
7. **SETTLEMENT ADMINISTRATION.**
- 7.1 Selection of Administrator. The Parties have jointly selected Xpand Legal Consulting LLC ("Xpand") to serve as the Administrator and verified that, as a condition of appointment, Xpand 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 Tax Reporting. The Administrator will calculate all payroll taxes owed on the Wage Portions of the Individual Class Payments, withhold the amounts owed by the Class Members, notify Defendant of its share of the payroll taxes owed under this Settlement, collect and remit to the appropriate taxing authorities Defendant's share of the payroll taxes owed, report all payments made under this Agreement to the appropriate taxing authorities, and issue all related tax documents to the Participating Class Members and PAGA Members. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to the appropriate taxing authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. 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 (with a copy to Defense Counsel) that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members and PAGA 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/or PAGA Member and the number of Workweeks and/or PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member and PAGA Member addresses using the National Change of Address database.
 - 7.4.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. If the USPS does not provide a forwarding address and the Administrator's Class Member Address Search does not result in any updated address, the Administrator shall re-mail the Class Notice to the original address. The Administrator has no obligation to make further attempts

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

- 7.4.4 The deadlines for Class Members' written objections and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members and/or PAGA Members. If the Parties agree, such persons will be Class Members and/or PAGA Members entitled to the same rights as other Class Members and/or PAGA Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If, pursuant to these procedures, the Administrator accepts a Request for Exclusion that lacks all the information specified in the Class Notice, then the Administrator shall notify both Class Counsel and Defense Counsel who may object to the Class Member's exclusion. The Administrator shall provide Class and Defense Counsel with information sufficient to determine the Class Member's identity. If the Parties cannot reach a resolution on whether the Class Member should be included/excluded, the Parties may raise the issue

with the Court at an appropriate time and request that the Court resolve the disagreement.

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

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

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

7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member and PAGA Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or PAGA Member in the Class Notice. The Class Member and/or PAGA Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member and/or PAGA Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties may appeal the Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Member's allocation of PAGA Pay Periods at the Final Approval Hearing. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
 - 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
 - 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of this Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Final Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member and PAGA Member calls, faxes and emails.
 - 7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undeliverable by USPS, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Reports"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
 - 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and/or PAGA Member challenges over the

calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be appealable to the Court at the Final Approval Hearing.

- 7.8.4 Administrator's Declaration. No later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) with the Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing with the Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the Court.
- 7.8.6 Notice of Final Judgment. The Administrator will provide notice to Class Members of the Final Judgment.

8. **ESCALATOR CLAUSE.** Defendant estimates that Class Members worked approximately 15,000 Workweeks between October 1, 2021 and March 14, 2025. In the event that the number of Workweeks actually worked by Class Members during these same time periods increases by more than ten percent (10%) above 15,000, Defendant will at its option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over ten percent (10%) (for example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%), or (b) agree to shorten and close the Class Period and PAGA Period on the date that is closest to without exceeding 15,000 Workweeks so as to eliminate the need to increase the Gross Settlement Amount. Defense Counsel will notify Class Counsel of Defendant's election after the date the Preliminary Approval Order is known and within seven (7) days of being notified by the Administrator that this escalator clause has been triggered.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members validly opt-out or exclude themselves from the Class Settlement, Defendant will have the right, at its sole option, to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within 7 days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the

Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Defendant exercises the right to rescind, it will be responsible for all costs of administration of the Settlement incurred through that time.

10. **MOTION FOR FINAL APPROVAL.** No later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file with the 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. (f)(2)), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 10 days 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 with the Court no later than five 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 Plaintiff, the Class Members, and/or the PAGA Members), the Parties will expeditiously work together in good faith to attempt 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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses 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 the Judgment, the Court will retain jurisdiction over the Parties, this 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.
 - 10.4 **Waiver of Right to Appeal.** The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Defendant’s payment obligation under the Settlement will be suspended pending an appeal of the Judgment.
 - 10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of

release to be granted by Plaintiff, the Class Members, and/or the PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Further, Defendant specifically denies any liability, unlawful conduct or wrongdoing for any of the causes of action in the Operative Complaint, and further denies any violation of any order (including any wage order), law, statute, regulation, rule, duty or contract (including any collective bargaining agreement) on the part of Defendant or any Released Party. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any Class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the 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, this Agreement, and/or to raise a defense based on *res judicata* or collateral estoppel).

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

12.3 **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 or written representations, warranties, covenants, or inducements made to or by any Party, with

the exception of the Parties' Memorandum of Understanding ("Memorandum"). In the event of any conflict between this Agreement and the Parties' Memorandum, the terms of this Agreement shall control.

- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 12.5 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 (if agreed by the Parties), 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.
- 12.6 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 Agreement.
- 12.7 No Tax Advice. Neither Plaintiff, Class 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.
- 12.8 Nondisparagement. Plaintiff agrees not to make any statements or take any actions, from the date Plaintiff executes this Agreement, which disparages the Released Parties. Nothing in this Agreement, however, prevents Plaintiff from providing truthful information or communicating with any government agency or from engaging in any other activities protected by law. In accordance with Section 1670.11 of the California Civil Code, nothing in this Agreement prevents Plaintiff from testifying in any administrative, legislative or judicial proceeding concerning alleged criminal misconduct or sexual harassment. Nothing in this Agreement prevents or restricts the Parties from disclosing factual information related to a claim or complaint involving the acts listed in Section 1001(a) of the California Code of Civil Procedure. For purposes of this Agreement, "disparage" means making comments or statements to any person or entity that would adversely affect a Released Party's reputation.
- 12.9 Negotiated Settlement Agreement. Plaintiff acknowledges and agrees this Agreement constitutes a "negotiated settlement agreement" under California Government Code section 12964.5(d).

- 12.10 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.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 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.
- 12.13 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.
- 12.14 Confidentiality. Plaintiff and Class Counsel agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Class Counsel agrees not to publicize the Settlement on their website or social media without Defendant's prior written consent. Defendant consents to Class Counsel listing the case name, number, and a short description of the claims in declarations filed in court listing their prior cases to provide their qualifications to be appointed as class counsel. In addition, prior to filing the Motion for Preliminary Approval, Plaintiff and Class Counsel will not have any communication with any third parties other than spouses, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and 1154, and all copies and summaries of the Class Data provided to Class 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, regulation, statute, or rule of court. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff and Class Counsel shall permanently destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.
- 12.16 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.

- 12.17 Calendar Days. Unless otherwise noted, all references 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 court-recognized legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 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 and the Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

To Defendant eFuel, LLC:

Shareef S. Farag
sfarag@bakerlaw.com
Nicholas D. Poper
npoper@bakerlaw.com
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, California 90067
Telephone: 310.820.8800
Facsimile: 310.820.8859

- 12.19 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.
- 12.20 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 upon signing this Agreement, pursuant to California Civil Procedure

Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: 10/13/2025, 2025

DocuSigned by:
Jonathan Silva
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Plaintiff Jonathan Silva

Dated: October 27, 2025, 2025

Signed by:
Danny DeFalco
F4F4EA394F3B4E8...
Danny DeFalco
Chief Executive Officer
On behalf of eFuel, LLC

Approved As to Form Only:

Dated: 10/13/2025, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...
Mehrdad Bokhour
Attorneys for Plaintiff

Dated: 10/13/2025, 2025

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
115A821B2154149C...
Joshua Falakassa
Attorneys for Plaintiff

Dated: October 15, 2025

BAKER & HOSTETLER LLP

Shareef S. Farag
Shareef S. Farag
Nicholas D. Poper
Attorneys for Defendant eFuel, LLC