

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Class and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff RAMON ANDRADE ("Plaintiff") on his behalf, others similarly situated, and other aggrieved employees and Defendant HARBOR TRUCK BODIES, INC. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

In addition to the other terms defined in this Class Action and PAGA Settlement, the terms below have the following meaning in this Agreement:

1.1 **"Action"** means the Plaintiff's lawsuit alleging multiple claims including, wage and hour violations against Defendant captioned *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., and DOES 1 through 50, inclusive*, filed on December 18, 2023, in Orange County Superior Court, Case Number: 30-2023-01367894-CU-OE-CXC.

1.2 **"Administrator"** means ILYM Group, 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 the Preliminary Approval of the Settlement.

1.4 **"Agreement,"** and/or **"Settlement"** means this Class Action and PAGA Settlement memorialized in this document.

1.5 **"Aggrieved Employee," "Aggrieved Employees" or "PAGA Group Members"** mean all persons within the State of California who are or were employed by Defendant in California as a non-exempt hourly employee during any portion of the PAGA Period (defined below in Section 1.35).

1.6 **"Class"** means all persons within the State of California who are or were employed by Defendant in California and classified as non-exempt employees during any portion of the Class Period (defined below in Section 1.14).

1.7 **"Class and PAGA Counsel"** means Farrah Mirabel of Law Offices of Farrah Mirabel and Amir Seyedfarshi of Employment Rights Lawyers, APC. For purposes of this Settlement only, the parties agree that Class and PAGA Counsel shall be appointed to represent the Class and Aggrieved Employees in this Action.

1.8 **"Class and PAGA Counsel Fees Payment"** means the amount allocated to

Class and PAGA Counsel for their reasonable attorneys' fees incurred to prosecute the Action, approved by the Court.

1.9 **"Class and PAGA Counsel Litigation Expenses Payment"** means the amount allocated to Class and PAGA Counsel for reimbursement of its reasonable costs incurred to prosecute the Action, approved by the Court.

1.10 **"Class and Aggrieved Employee Data"** means the Class and PAGA Group Members' identifying information in Defendant's possession including their name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods (if applicable) worked by each within the Class Period and/or PAGA Period.

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

1.12 **"Class Member and Aggrieved Employee Address Search"** means the Administrator's investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and Aggrieved Employees.

1.13 **"Class and PAGA Notice"** means the Court approved Notice of Class and PAGA Action Settlement and Hearing for Final Court Approval, to be mailed to Class Members and Aggrieved Employees in English with a Spanish translation, without material variation, in the form attached as Exhibit A to this Agreement.

1.14 **"Class Period"** means the period from December 18, 2019 to September 8, 2024.

1.15 **"Class Representative"** means the named Plaintiff in the Action seeking Court approval to serve as a Class Representative. For purposes of this Settlement only, the Parties agree, subject to Court approval, for Plaintiff to be appointed as the Class Representative for the Class.

1.16 **"Class Representative Service Payment"** means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.17 **"Court"** means the Superior Court of California, County of Orange.

1.18 **"Defendant"** means Defendant HARBOR TRUCK BODIES, INC.

1.19 **"Defense Counsel"** means Lizbeth Ochoa and Jill Kleinkauf of Fisher Phillips, LLP.

1.20 **“Effective Date”** means the date by when both of 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 is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.23 **“Final Judgment”** or **“Judgment”** mean the judgment entered by the Court upon Granting Final Approval of the Settlement in the Action.

1.24 **“Gross Settlement Amount”** means \$450,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Section 4.2. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class and PAGA Counsel Fees Payment, Class and PAGA Counsel Litigation Expenses Payment, Class Representative Service Payment, employee side taxes and the Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to Defendant.

1.25 **“Individual Class Payment”** or **“Individual Class Payments”** mean the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.26 **“Individual PAGA Payment”** or **“Individual PAGA Payments”** mean the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period as a non-exempt employee by the Aggrieved Employee.

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

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

1.29 **“Net Settlement Amount”** means the total amount of money available for payout to Participating Class Members, which is 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 and PAGA Counsel Fees Payment, Class and PAGA Counsel Litigation Expenses Payment, employee side taxes and the

Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31 **“Notice Packet”** means the Class and PAGA Notice, Request for Exclusion form, and Objection Form.

1.32 **“Objection Form”** means the Notice of Objection Form, substantially like the form attached hereto as Exhibit C.

1.33 **“Operative Complaint”** means the First Amended Complaint filed by Plaintiff in the Action.

1.34 **“PAGA Pay Period”** means any pay period during the PAGA Period (defined in 1.35 below) during which an Aggrieved Employee worked for Defendant as a non-exempt employee for at least one shift within a pay period.

1.35 **“PAGA Period”** means the period from December 12, 2022 to September 8, 2024.

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

1.37 **“PAGA Notice”** means Plaintiff’s letter to Defendant and the LWDA dated December 6, 2023 providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.38 **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA.

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

1.40 **“Plaintiff”** means RAMON ANDRADE, the named plaintiff in the Action.

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

1.42 **“Released Class Claims”** means the claims released by the Participating Class Members, in consideration for their share of the Individual Class Payment. The Released Class Claims are all claims asserted in the Operative Complaint and any other claims that could have been asserted in the Action based on the facts alleged for: (1) failure to provide legally compliant

rest breaks; (2) failure to provide legally compliant meal breaks; (3) failure to provide overtime wages; (4) underpayment of wages including, but not limited to, failure to pay all wages earned at the correct rate of pay, failure to pay at least minimum wage and vacation pay; (5) failure to reimburse for necessary business expenses; (6) failure to maintain and produce accurate pay stubs/earning statements; (7) failure to timely pay all wages upon separation of employment; (8) failure to pay sick pay; (9) unlawful discrimination/termination in violation of Labor Code §1102.5; (10) failure to accurately pay COVID-19 Supplemental Sick Leave pay; (11) failure to provide suitable seating; and (12) violation of Business & Professions Code §17200, et seq. Inclusive, the Released Class Claims also includes claims within the Class Period for violations of the following California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 248.1, 248.2, 248.6, 432, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2802 and the applicable Wage Order(s).

1.43 **“Released PAGA Claims”** means the claims released by the LWDA and Aggrieved Employees, in consideration for their receipt of the PAGA Penalties. The Released PAGA Claims are all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq. based on, or arising out of, alleged violations of the following Labor Code sections 98.6, 201, 202, 203, 204 et seq., 205, 206.5, 216, 218.5, 221, 223, 225.5, 226 et seq., 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246 et seq., 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510, 511, 512, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199.5, 2350, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 3073.6, 6310, 6311 and/or the applicable IWC Wage Orders as alleged in the PAGA Notice and/or the Operative Complaint.

1.44 **“Released Parties”** means Defendant and its past and present directors, officers, shareholders, owners, current and former employees, agents, representatives, members, attorneys, insurers, re-insurers, assigns, affiliates, principals, heirs and their respective successors and predecessors in interest, and parent companies.

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

1.46 **“Request for Exclusion Form”** means the Court approved Notice of Exclusion Form, substantially like the form attached hereto as Exhibit B.

1.47 **“Response Deadline”** means sixty (60) days after the Administrator mails the Notice Packet to the Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.49 “**Workweek**” means any work week during which a Class Member worked for Defendant for at least one shift, during the Class Period.

2. RECITALS.

2.1 Commencement of the Action. On December 18, 2023, Plaintiff commenced the Action by filing a complaint in Orange County Superior Court against Defendant alleging various causes of action. On February 16, 2024, Plaintiff filed a First Amended Complaint in the Action alleging individual, class and PAGA claims. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.1.1 Class Claims: The Operative Complaint alleges the following class claims: (1) failure to provide legally compliant rest breaks in violation of Labor Code §§226.7, 516, 1198 and the applicable Wage Order; (2) failure to provide legally compliant meal breaks in violation of Labor Code §§226.7, 512, 1198 and the applicable Wage Order; (3) failure to provide overtime wages in violation of Labor Code §§510, 1194 and the Applicable Wage Order; (4) underpayment of wages including, but not limited to, failure to pay all wages earned at the correct rate of pay, failure to pay at least minimum wage and vacation pay in violation of Labor Code §§204, 227.3, 1182.12, 1194, 1197, 1198; (5) failure to reimburse for necessary business expenses in violation of Labor Code §2802; (6) failure to maintain and produce accurate pay stubs and/or payroll records in violation of Labor Code §§226, 432, 1174, 1174.5 and applicable Wage Order; (7) failure to timely pay all wages upon separation of employment in violation of Labor Code §§201, 202, 203; (8) failure to pay sick pay in violation of Labor Code §§246 and 246.5; (9) unlawful discrimination/termination in violation of Labor Code §1102.5; and (10) failure to accurately pay COVID-19 Supplemental Sick Leave pay in violation of Labor Code §§246, 248.1, 248.2, 248.6, 510, 558, 1194, 1197, 1198 and the Applicable Wage Order; (11) failure to provide suitable seating in violation of the applicable Wage Order. In addition, Plaintiff alleges on his behalf and all similarly situated class members that Defendant violated Business & Professions Code §17200, et seq.

2.1.2 PAGA Claims: The Operative Complaint also alleges Defendant violated the Private Attorneys General Act (“PAGA”) by allegedly violating the following Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 206.5, 210, 216, 218, 218.5, 221, 225.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 256, 351, 510, 511, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1199.5, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5.

2.1.3 Plaintiff’s Individual Claims: The Operative Complaint also alleges individual non-class and non-PAGA claims for which Plaintiff seeks his individual damages.

2.2 Notice to LWDA. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff

gave written notice to Defendant and the LWDA prior to filing the Action by sending the PAGA Notice. Thus, Plaintiff satisfied his notice obligations to the LWDA and Defendant under PAGA. The PAGA Notice alleged, inter alia, that Defendant engaged in conduct which violated California Labor Code sections 98.6, 201, 202, 203, 204 et seq., 205, 206, 206.5, 216, 218.5, 221, 225.5, 223, 226 et seq., 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246 et seq., 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510, 511, 512, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199.5, 2350, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 3073.6, 6310, 6311 and the applicable IWC Wage Orders.

2.3 Defendant Denies Liability and Wrongdoing. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint or the PAGA Notice and denies any and all liability for the causes of action alleged. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action or the PAGA Notice have merit or that Defendant has any liability to Plaintiff, the Class, the Aggrieved Employees and/or the state. Neither this settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as, an admission, concession, or indication by or against any defendant in this Action of any unlawful conduct, fault, wrongdoing, or liability whatsoever.

2.4 Mediation. On August 1, 2024, the Parties participated in an all-day mediation presided over by experienced class and PAGA action mediator Daniel Turner. The parties did not reach a settlement at the mediation and continued negotiations for several weeks thereafter with the assistance of the mediator, which ultimately led to this Agreement to settle the Action.

2.5 Investigation. Prior to the mediation and prior to negotiating the terms of this Agreement, the Parties conducted investigation and informal discovery of the relevant facts and law. Inclusively, Class and PAGA Counsel obtained, through informal discovery, information, data and documents relating to the size and scope of the Class and Aggrieved Employees, sampling of pay and time records, Plaintiff's entire file, policies and various other information and/or documents. Later Class and PAGA counsel received updated Class and Aggrieved Employee Data through September 8, 2024. Class and PAGA Counsel believe their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6 Compromise of Disputed Claims. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of the claims alleged in the Action and/or in the PAGA Notice and that it is the desire and intention of the Parties to effect a final and complete resolution of the Action against Defendant and the Released Parties. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this settlement, Defendant reserves all available defenses to the claims in the Action, including as to Plaintiff's standing and Plaintiff reserves the right to contest Defendant's defenses.

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 this Agreement).

2.7 The Court has not granted class certification in the Action, nor has any other court granted class certification over any of the claims in the Action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 4.2 below, Defendant agrees to pay \$450,000.00 and no more, as the Gross Settlement Amount. The Defendant remains responsible for the employer side of the payroll taxes. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: In consideration for Plaintiff's participation in and assistance in the Action and a Civil Code section 1542 waiver and release of all known and unknown claims by Plaintiff, he will receive, subject to court approval, a Class Representative Service Payment of not more than \$5,000.00 (in addition to any Individual Class Payment and Individual PAGA Payment to which the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment so long as it does not exceed the \$5,000 requested in this paragraph. Plaintiff will seek Court approval for any Class Representative Service Payment 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 unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to Plaintiff for the unapproved amount. The Administrator will issue an IRS form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount for the Class Representative Service Payment.

3.2.2 To Class and PAGA Counsel: A Class and PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$150,000.00, and a Class and PAGA Counsel Litigation Expenses Payment of not more than \$18,000.00. Defendant will not oppose requests for these payments provided that they do not

exceed these amounts. Plaintiff and Class and PAGA 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 and PAGA Counsel Fees Payment and/or a Class and PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unapproved amounts will be added to the Net Settlement Amount and none of Released Parties will be liable to the Class and PAGA Counsel for the unapproved amounts. Further, this Agreement will remain binding on the Parties. The Released Parties shall have no liability to Class and PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class and PAGA Counsel Fee Payment and/or Class and PAGA Counsel Litigation Expenses Payment. The Administrator will pay the Court approved Class and PAGA Counsel Fees Payment and Class and PAGA Counsel Expenses Payment from the Gross Settlement Amount and issue one or more IRS 1099 Forms. Class and PAGA Counsel assume full responsibility and liability for taxes owed on the Class and PAGA Counsel Fees Payment and the Class and PAGA Counsel Litigation Expenses Payment and agree to hold Released Parties harmless, and to indemnify the Released Parties, from any dispute or controversy regarding any division or sharing of any of the Payments in this paragraph or from tax liability. This Agreement is not contingent upon the Court awarding Class and PAGA Counsel the amounts requested in this paragraph.

3.2.3 To the Administrator: An Administration Expenses Payment to the Administrator not to exceed \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payments are less or the Court approves payment less than \$10,000.00 the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to the Administrator for the unapproved amounts. The Administrator assumes full responsibility and liability for taxes owed on the Administration Expenses Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding the Administration Expenses Payment in the amount requested in this paragraph.

3.2.4 To Each Participating Class Member: An Individual Class Payment 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. If a Participating Class Member does not work at least one shift during an entire workweek, that/those workweeks will not be credited toward their pro-rata share.

3.2.4.1 Tax Allocation of Individual Class Payments. Thirty-four percent (34%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on an IRS W-2 Form. The applicable tax withholdings shall be withheld from each Participating Class Member's Wage Portion. The sixty-six percent (66%) of each Participating Class

Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions shall be subject to all authorized and required tax withholdings, if any, other than tax withholdings customarily made from employees' wages and shall be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 Calculation of PAGA Penalties to Aggrieved Employees: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked. If an Aggrieved Employee did not work at least one shift during an entire pay period, that/those pay period(s) will be excluded from that Aggrieved Employee's pro-rata share. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and pay all applicable taxes, if any, from the Aggrieved Employee's Individual PAGA Payment.

3.2.6 Settlement Awards Do Not Trigger Additional Benefits. It is expressly understood and agreed that the receipt of an Individual Class Payment or Individual PAGA Payment under this Agreement will not entitle any Aggrieved Employee or Class Member to additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 386 Class Members who collectively worked in California a total of approximately 41,739 workweeks within the Class Period, and 199

Aggrieved Employees who worked in California a total of approximately 7,218 PAGA Pay Periods within the PAGA Period.

4.2 Escalator Clause. This Settlement is based upon no more than 41,800 workweeks through September 8, 2024. Should the number of such workweeks as of the end of the Class Period exceed 45,980, Defendant shall increase the Gross Settlement Amount to account for the workweeks exceeding 45,980, or alternatively, at Defendant's sole election, exclude from the Class Period any workweek after reaching 45,980 workweeks.

4.3 Class and Aggrieved Employee Data Deadline. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant (through Defense Counsel) will deliver the Class and Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members and PAGA Aggrieved Employees' privacy rights, the Administrator must maintain the data in confidence, use the data only for purposes of this Settlement and for no other purpose, and restrict access to the data to Administrator employees who need access to the data to effect and perform the Administrator duties under this Agreement. Defendant has a continuing duty to immediately notify Class and PAGA Counsel if it discovers that the Class and Aggrieved Employee Data inadvertently omitted a class member or aggrieved employee and provide the Administrator the identifying information as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class and Aggrieved Employee Data.

4.4 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-five (25) days after the Effective Date. The settlement funds will be deposited in a Qualified Settlement Fund set up by the Administrator in compliance with section 8.2 below.

4.5 Payments from the Gross Settlement Amount. Within fourteen (14) 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 and PAGA Counsel Fees Payment, the Class and PAGA Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class and PAGA Counsel Fees Payment, the Class and PAGA Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Administrator shall also timely pay all applicable taxes to the taxing authorities and provide Defense Counsel proof of same.

4.5.1 Payments to Participating Class Member and Aggrieved Employees: The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks

not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Notice Packet was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom the Notice Packet was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2 Address Search: The Administrator must conduct a Participating Class Member and Aggrieved Employee Address Search for all Participating Class Members and Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Participating Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to the Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.

4.5.3 Uncashed Checks. For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of *Code of Civil Procedure* section 384, subdivision (b).

5. TAXES

5.1 To the Responsible Tax Authorities. The Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. Additionally, no later than five (5) calendar days after the Final Approval Order by the Court is received by the Administrator, the Administrator will calculate and inform Defendant of the amount of the employer side portion of payroll taxes owed on the Settlement. Defendant shall thereafter provide the Administrator the additional funding to cover Defendant's share of payroll taxes on the Settlement. The Administrator will be responsible for sending to the appropriate taxing authorities all taxes due.

5.2 No Tax or Legal Advice. The Parties understand and agree that the Parties, nor Class and PAGA Counsel or Defense Counsel are providing tax or legal advice, nor making

representations regarding tax obligations or consequences, if any, related to this Agreement, and that Participating Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from their receipt of an Individual Class Payment or Individual PAGA Payment under this Agreement, and the Participating Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Participating Class Member or Aggrieved Employee, such Participating Class Member and/or Aggrieved Employee assumes all responsibility for the payment of such taxes and shall hold the Released Parties harmless and indemnify Released Parties should any taxing authority find that the Participating Class Member and/or Aggrieved Employee did not pay their required taxes. Nothing in this Agreement shall be construed as providing tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended) or otherwise.

6. RELEASES OF CLAIMS.

As of the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees, and LWDA will release claims against all Released Parties as follows:

6.1 Plaintiff's General Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, lien holders, heirs, administrators, successors and assigns generally, release and discharge Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney's fees and costs), transactions, occurrences, known and unknown, at law or in equity, which he and/or they may now have, including, but not limited to: the claims that were asserted in the PAGA Notice and/or the Action or which could have been asserted, and any and all transactions, occurrences or matters between the Parties occurring prior to the date this Agreement is fully executed. This release is for any and all relief, no matter how denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("**Plaintiff's General Release**"). However, the releases in this agreement expressly excludes claims and causes of action of Plaintiff RAMON ANDRADE for wrongful termination and violation of CFRA as alleged in the operative complaint, causes of action 13 to 19.

6.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. With respect to Plaintiff's General Release, Plaintiff stipulates and agrees that, upon Defendant's fulfillment of its settlement payment obligations under this Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.

6.2 Release by Participating Class Members: Upon Defendant's fulfillment of its payment obligations pursuant to Section 4.4 of this Agreement and in exchange for the consideration provided for in this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties, within the Class Period, from all Released Class Claims identified in Section 1.42 of this Agreement. The Released Class Claims expressly exclude the PAGA Released Claims, as those are subject to the release in Section 6.3 below, and Participating Class Members will not release the PAGA Released Claims unless such Participating Class Member is also an Aggrieved Employee. Participating Class Members who are also Aggrieved Employees shall also be subject to the release for PAGA claims in Section 6.3 below.

6.3 PAGA Release: Upon Defendant's fulfillment of its payment obligations pursuant to Section 4.4 of this Agreement and in exchange for the consideration provided for in this Agreement, Plaintiff, the LWDA and any other representative, proxy, or agent thereof, including but not limited to all Aggrieved Employees and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, shall release and be barred from pursuing claims for civil penalties under the PAGA against any of the Released Parties within the PAGA Period for any of the Released PAGA Claims identified in Section 1.43 of this Agreement.

7. MOTION FOR PRELIMINARY APPROVAL.

7.1 Plaintiff's Responsibilities. Plaintiff shall prepare and file with the Court a motion for preliminary approval and conditional certification of the class for settlement purposes only ("Motion for Preliminary Approval"). Plaintiff shall ensure it includes the categories and information requested by the Court for Preliminary Approval Motions.

7.1.1 Preliminary Approval Hearing. At the Preliminary Approval Hearing, Plaintiff will appear, support the granting of the motion and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class and PAGA Counsel and Administrator; approving the Notice Packet and setting the Final Approval Hearing. Class and PAGA Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator and the LWDA, along with a copy of the Agreement.

7.2 Duty to Cooperate. At least five (5) days before Plaintiff files the Motion for Preliminary Approval he shall provide Defense Counsel a copy of the draft for their review. Defense Counsel's review of the draft shall not be construed as an admission or agreement that

they agree with the contents of the draft motion. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class and PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on material change(s) to this Agreement, Class and PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to attempt to reach an agreement on modification of the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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.

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

8.3 Notice to Class Members and Aggrieved Employees Following Granting of Preliminary Approval Motion.

8.3.1 Notification to Counsel: No later than three (3) days after receipt of the Class and Aggrieved Employee Data, which is due within fourteen (14) days after the Court grants Preliminary Approval of the Settlement, the Administrator shall notify counsel for the Parties that the Class and Aggrieved Employee Data has been received. Thereafter, the Administrator will report to the Parties' counsel the following information before the Notice Packets are sent to the Class Members: (1) total number of Class Members; (2) total number of Aggrieved Employees; (3) total estimated Workweeks within the Class Period; and (4) total estimated pay periods within the PAGA Period.

8.3.2 Notice Packet to Class Members and Aggrieved Employees: Within fourteen (14) days after receiving the Class and Aggrieved Employee Data, the Administrator will send to all Class Members and Aggrieved Employees identified in the Class and Aggrieved Employee Data, via first-class USPS mail, the Notice Packet in English and in Spanish, substantially in the form attached to this Agreement as Exhibits A through C and/or as modified by the Court. The first page of the Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate

these amounts. Before mailing the Notice Packet, the Administrator shall update Class Member and/or Aggrieved Employee addresses using the National Change of Address database.

8.3.3 Remailing: Not later than five (5) days after the Administrator's receipt of any Notice returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Notice Packet to Class Members and/or Aggrieved Employees whose Notice Packet is returned by the USPS a second time.

8.3.4 Extension: The deadlines for Class Members' written objections, challenges to workweeks and/or pay periods and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.3.5 Disputes Regarding Inclusion: 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 and Aggrieved Employee Data and should have received the Notice Packet, 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. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Notice Packet.

8.4 Requests for Exclusion (Opt-Outs) by Class Members.

8.4.1 Exclusion Procedure. Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Notice Packet (plus an additional fourteen (14) days for Class Members whose Notice Packet is re-mailed). The Request for Exclusion Form may be used, or in the alternative the Class Member or his/her/their representative may send a written letter or email that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, signature, email address (if any) or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. There is no exclusion right for an Aggrieved Employee seeking to exclude from the PAGA Payment or PAGA Release. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the

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

8.4.2 Consequences of Failure to Timely Opt-Out. 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 and bound by all terms and conditions of this Agreement, including the Participating Class Members' Releases under Paragraphs 6.2 and/or 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet or objects to the Settlement.

8.4.3 Timely Opt-Out (Exclusion). 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 Aggrieved Employees are deemed to release the PAGA claims in conformance with the PAGA Release identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. The Court will have the final say regarding the validity of any disputes.

8.4.4 Challenges to Calculation of Workweeks or PAGA Pay Periods. Each Class Member shall have 60 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 Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Notice are correct so long as they are consistent with the Class and Aggrieved Employee Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class and PAGA Counsel and the Administrator's determination of the challenges. The Court will have the final say regarding any disputes as to the challenge of any class members.

8.5 Objections to Settlement.

8.5.1 Right of Participating Class Members Only. Only Participating Class Members may object to the class action components of the Settlement and/or this

Agreement, including, but not limited to, contesting the fairness of the Settlement, and/or amounts requested for the Class and PAGA Counsel Fees Payment, Class and PAGA Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- 8.5.2 Procedure for Objecting. 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 sixty (60) days after the Administrator's mailing of the Notice Packet (plus an additional fourteen (14) days for Class Members whose Notice Packet was re-mailed).
- 8.5.3 Treatment of A Joint Objection and Request for Exclusion. If the Administrator receives both a request for exclusion and an objection to the Settlement by the same Class Member, the Administrator shall attempt to reach the Class Member to obtain clarification as to whether the Class Member wishes to object or to exclude from the Class Settlement. If the Class Member does not select and/or the Administrator is unable to reach the Class Member, the Administrator will treat it as a Request to Exclude and not an objection.
- 8.5.4 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice Packet, the Motion for Final Approval, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 8.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Parties' counsel advising of the total number of Requests for Exclusion and the names of the persons who submitted Requests for Exclusion ("Exclusion List"). Additionally, the Administrator will send Defense Counsel only, the names and other identifying information of Class Members who submitted invalid Requests for Exclusion; and copies of all Requests for Exclusion received by the Administrator (whether valid or invalid).
- 8.5.6 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class and PAGA Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion (whether valid or invalid) received,

objections received, challenges to Workweeks and/or Pay Periods received and/or resolved ("Weekly Reports").

8.6 Administrator's Declaration. Not later than fourteen (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 and PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Notice Packet, the number of Notice Packets returned as undelivered, the re-mailing of the Notice Packets, 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 identify by name the Class Members that timely submitted Requests for Exclusion. The Administrator will supplement its declaration as needed or as requested by the Parties and/or the Court. Class and PAGA Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.7 Additional Administrator Duties. In addition to all the other Administrator duties identified in this Agreement, the Administrator has the following duties and responsibilities: (a) providing the applicable IRS 1099 and/or W2 forms; (b) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee; (c) providing Defense Counsel only, a complete duplicate copy of each Notice Packet sent to each Class Member (identifying each Class Member and anticipated settlement amount payment); (d) providing Defendant and/or Defense Counsel, at their request, copies of any and all documents confirming the Administrator performed all duties and responsibilities as provided for in this Agreement; (e) ensuring that the Class and Aggrieved Employee Data is properly secured to avoid a data breach or privacy violation; (f) abiding by its fiduciary duties under this Agreement and/or under the law; (g) providing information to counsel as necessary and/or (h) performing other tasks as the Parties mutually agree.

9. MOTION FOR FINAL APPROVAL.

9.1 Plaintiff's Responsibilities. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Gross Settlement Amount and PAGA settlement under Labor Code section 2699, subdivision (l) (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class and PAGA 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.

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

9.3 Proposed Final Approval Order and Judgment. Upon final approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. Plaintiff shall take the initiative in drafting the initial draft and providing it to Defense Counsel within three (3) court days after the Court grants final approval. Defense Counsel shall have two (2) court days to propose any changes. Plaintiff shall be responsible for filing the proposed Order and Judgment with the Court.

10. DUTIES FOLLOWING THE GRANTING OF FINAL APPROVAL.

10.1 Plaintiff's Responsibilities. Upon the Court's granting of Final Approval and issuance of the signed Order granting Final Approval of the Settlement, Class and PAGA Counsel shall, within five (5) days of the Court signing the Order, provide a copy to the Administrator, to enable the Administrator to calculate the deadlines and issue the settlement payments.

10.2 Administrator Responsibilities Following Receipt of Order Granting Final Approval of the Settlement. After receiving a copy of the Order granting final approval of the settlement, the Administrator shall comply with the deadlines set forth in sections 4.3 and 4.5 of this Agreement.

10.3 Final Report by Administrator to the Parties. Within twelve (12) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class and PAGA Counsel and Defense Counsel with a final report detailing its disbursements amounts to: (1) each Participating Class Member and/or Aggrieved Employee without identifying the employee's name; (2) LWDA; (3) Class and PAGA Counsel; (4) the Class Representative and (5) Administrator. In addition, the Administrator will provide Defense Counsel only, a final report identifying by name, the settlement amount provided to each Participating Class Member and Aggrieved Employee, a copy of each check mailed and written proof of taxes having been paid to the taxing authorities in accordance with the terms of this Agreement.

10.4 Final Report by Administrator to the Court. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class and PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments and payment of taxes required under this Agreement. Class and PAGA Counsel is responsible for filing the Administrator's declaration in Court. Additionally, should the Court require it, the Administrator is to provide any additional Declaration required by the Court.

11. NULLIFICATION OF THIS AGREEMENT.

11.1 Non-Approval of the Settlement. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify the class for settlement

purposes; (b) the Court should for any reason fail to preliminarily or finally approve this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of the Class Representative Service Payment; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason. In the event any of the above occur, neither the Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval.

11.2 Defendant's Right to Withdraw if More Than 5% of Class Members Timely Exclude. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class and PAGA Counsel and the Court of its election to withdraw no later than twelve (12) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

12. AMENDED JUDGMENT.

12.1 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.

13. ADDITIONAL PROVISIONS.

13.1 Class Certification for Settlement Purposes Only. 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, enter Judgment or this Agreement is materially modified, reversed on appeal or otherwise not become final, Defendant reserves the right to contest certification of any class for any reason, 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 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation (except for proceedings in this Action to enforce or effectuate the Settlement and this Agreement or to establish claim preclusion or res judicata in another case).

13.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction pursuant to Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h) over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement

administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

13.3 Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for herein, each party shall bear his or its own attorney fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Agreement.

13.4 Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

13.5 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 the release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties may nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration 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 and PAGA 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. A material modification would include, but not necessarily be limited to, any alteration to the Gross Settlement Amount and/or Releases.

13.6 Confidentiality Prior to Preliminary Approval. Plaintiff, Class and PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in any actual or potential partially related case; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) LWDA or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class and PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class and

PAGA Counsel's communications with Class Members in accordance with Class and PAGA Counsel's ethical obligations owed to Class Members, LWDA and/or Aggrieved Employees.

13.7 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 to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class and PAGA Counsel's ability to communicate with Class Members in accordance with Class and PAGA Counsel's ethical obligations owed to Class Members.

13.8 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 of the Action, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

13.9 Attorney Authorization. Class and PAGA 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. Class and PAGA Counsel also warrant and represent that this Agreement has been translated to Plaintiff in Spanish, by a court certified translator, prior to his execution of this Agreement and that his signature on this Agreement was effectuated only after the translation and only after he agreed to all its terms.

13.10 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 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.11 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

13.12 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.

13.13 Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the

validity and enforceability of the remaining provisions shall not be affected thereby.

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

13.15 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

13.16 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.

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

13.18 Use and Return of Class and Aggrieved Employee Data. Information provided to Class and PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class and Aggrieved Employee Data provided to Class and PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Agreement, may be used only with respect to this settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class and PAGA Counsel shall destroy all paper and electronic versions of Class and Aggrieved Employee data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class and PAGA Counsel for the return, rather than the destruction.

13.19 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only.

13.20 Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business (Monday through Friday) day thereafter.

13.21 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:

[CONTINUED ON NEXT PAGE]

To Plaintiff:

Farrah Mirabel
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(714) 972-0707

Amir Seyedfarshi
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To Defendant:

Lizbeth Ochoa
Jill Kleinkauf
FISHER & PHILLIPS, LLP
2050 Main Street
Suite 1000
Irvine, CA 92614
(949) 851-2424

13.22 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.

13.23 Corporate Signatories. Any person executing this Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Agreement or any such related document.

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

14. EXECUTION BY THE PARTIES AND COUNSEL.

14.1 Voluntary Agreement. The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they understand the content and effect of this Agreement and that they approve and accept the terms and conditions contained herein, and that this Agreement is executed knowingly, freely and voluntarily.

Dated: December 19 2024

By: X Ramon Andrade
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: December __, 2024

By: _____

Name: _____

Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

COUNSEL FOR THE PARTIES:

Dated: December 19, 2024

LAW OFFICES OF FARRAH MIRABEL

By: [Signature]
Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Dated: December 19, 2024

EMPLOYMENT RIGHTS LAWYERS, APC

By: Amir Seyedfarshi
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

[SIGNATURES CONTINUED ON THE NEXT PAGE]

14. EXECUTION BY THE PARTIES AND COUNSEL.

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Dated: December __, 2024

By: _____
Ramon Andrade, Plaintiff

Dated: December 20, 2024

HARBOR TRUCK BODIES, INC.

By: Ken Lindt

Name: KEN LINDT

Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

COUNSEL FOR THE PARTIES:

Dated: December __, 2024

LAW OFFICES OF FARRAH MIRABEL

By: _____
Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: December __, 2024

EMPLOYMENT RIGHTS LAWYERS, APC

By: _____
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

[SIGNATURES CONTINUED ON THE NEXT PAGE]

Dated: December 20, 2024

FISHER & PHILLIPS LLP



By: _____

Lizbeth Ochoa

Attorneys for Defendant Harbor Truck Bodies, Inc.

certified court translator's certification

CERTIFIED COURT TRANSLATOR ATTESTATION:

I, Alvaro Melo, was retained by Plaintiff Ramon Andrade's counsel. I attest under penalty of perjury that I accurately verbally translated the foregoing Settlement Agreement from English to Spanish to Plaintiff Ramon Andrade prior to him signing this Agreement. After translating the Settlement Agreement to Ramon Andrade but before he signed it, I asked Ramon Andrade if he had any questions regarding any part of the Settlement Agreement. He said no. I informed him prior to signing the Settlement Agreement that by signing the Settlement Agreement, he was agreeing to be bound to all of its terms and would be required to comply with all the terms. After all of the above, he went ahead and signed the Settlement Agreement.

DATED: 12-19-24



Translator for Plaintiff

Ramon Andrade