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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

MICHAEL PETERSEN, on behalf of himself and all others similarly situated, Plaintiff, v. GOLD BOND BUILDING PRODUCTS, LLC, a Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: C23-03215 *Assigned to Hon. Benjamin T. Reyes II* **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: Date: May 20, 2026 Time: 9:00 a.m. Dept.: 16

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

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 Michael Petersen and the Settlement Class. 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.

Class Counsel Are Experienced Class Litigators

2. 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.

3. 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.

4. 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.

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

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

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from

2017 through 2022 and as a “Super Lawyer” in 2023 through 2025. This distinction is reserved for the top 2.5% of lawyers in the practice area. I have also been recognized by TopVerdicts.com for achieving several of the top wage-and-hour class-action settlements and PAGA actions in California.

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

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

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

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

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

13. In sum, all relevant factors support final approval of the Settlement. The parties negotiated at arm's length under the supervision of an experienced and well-respected mediator. Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover, Class Counsel, experienced class action litigators, strongly believe that this Settlement provides

an excellent result for the Settlement Class. Lastly, the fact that no objections were filed requesting denial of final approval and no one requested exclusion from the Settlement weighs strongly in favor of approving the Settlement. For these reasons, this Court should conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

The Proposed Enhancement Award to Plaintiff as Class Representative is Reasonable

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

15. In the instant case, Plaintiff assisted Class Counsel on many occasions with investigating and prosecuting this action. Plaintiff provided many documents and relevant information to Class Counsel, spent numerous hours educating Class Counsel on the inner workings of Defendant's operations and timekeeping practices, and made herself available for mediation. The amount sought for the Class Representative aligns with service payments in similar wage-and-hour class actions. In Class Counsel's experience, service payments in wage and hour actions typically range from $5,000 to $40,000. Further, Defendant supports the requested Class Representative Service Payment of $10,000 to Plaintiff.

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

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

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

18. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous costs inherent in class-action litigation and a long battle with the corporate Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of $191,500 and costs incurred in the amount of $18,729.10.

Class Counsel will collectively work approximately 155.5 hours on this case. Class Counsel's hourly rate, in this case for Mehrdad Bokhour, is $750 per hour, and my co-counsel, Joshua Falakassa, worked approximately 70.5 hours on this case at an hourly rate of $725 per hour. Accordingly, this results in a total lodestar amount of $114,862.50, summarized in the following table and the declaration of Class Counsel. The hourly rates above are comparable to those of other attorneys with equal or similar experience. The requested fee represents a modest 1.66 multiplier applied to the combined lodestar, which is well within the range courts regularly approve.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	$750	85[1]	$63,750

[1] Includes an estimated 15 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 the 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,

Joshua Falakassa	12 years	$725	70.5	$51,112.50
Total Lodestar				**$114,862.50**

19. 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.

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

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

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

(1)	LWDA Filing Fee	$75
(2)	Mediation	$12,500
(3)	Filing Fees	$1,777.10
(4)	Service of Process	$87
(5)	Expert fees	$4,290.00
	Total	$18,729.10

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

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

25. Plaintiff and the Class Members are all individuals who are or were employed by Defendant as non-exempt hourly employees in California between January 1, 2021 to January 28, 2026. 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, non-compliant meal and rest periods, wage statement violations, waiting time penalties, and associated PAGA penalties.

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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.

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

27. 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.

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

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

30. In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, the potential risks and opportunities for both parties were weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in

preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

31. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on several grounds.

32. 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.

33. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split agreement that provides 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 4th day of May 2026, at Los Angeles, California.

Mehrdad Bokhour

EXHIBIT “A”

EXHIBIT “B”

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement ("Agreement," "Settlement," or "Settlement Agreement") is made and entered into by and between Plaintiff Michael Petersen ("Plaintiff"), on behalf of all others similarly situated and the State of California with respect to aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Gold Bond Building Products, LLC ("Gold Bond") ("Defendant") (collectively, with Plaintiff, the "Parties").

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Members (as defined herein), PAGA Members, and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On December 19, 2023, Plaintiff filed a Class Action Complaint for Damages ("Complaint") against Defendant in the Superior Court of California for the County of Contra Costa, thereby commencing the action entitled *Michael Petersen v. Gold Bond Building Products, LLC, et al.*, Case No. C23-03215 ("Action").

2. On December 19, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency by online submission and to Defendant by Certified Mail of his intent to seek civil penalties for Defendant's alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders.

3. For purposes of this Agreement, the term "Action" is defined collectively to include the Class Action and the forthcoming First Amended Complaint.

4. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, Released Class Claims, and Released PAGA Claims, under the terms provided for herein. The Parties, Class Counsel, and Defendant's 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.

5. Class Counsel in the Action diligently investigated the proposed class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation

included, *inter alia*, the exchange of information, data, and documents, and review of numerous policies and practices.

6. On March 27, 2025, the Parties participated in a mediation with Brandon McKelvey, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and reached the Settlement that is memorialized herein. The settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

8. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "**Attorneys' Fees and Costs**" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of this Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 13 below.

b. "**Class Counsel**" or "**Plaintiff's Counsel**" mean Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, PC, who will seek to be appointed counsel for the Class.

c. "**Class List**" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class

Member's full name, last known mailing address, Social Security Number, the number of Workweeks worked as an hourly-paid or non-exempt employee of Defendant in California during the Class Period and during the PAGA Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks during the Class Period and during the PAGA Period (as defined below).

d. "**Class Member(s)**" or "**Class**" means all current and former non-exempt employees employed by Defendant in California at any time during the Class Period.

e. "**Class Notice**" means the Notice of Class Action Settlement, substantially in the form attached as "**Exhibit A.**"

f. "**Class Period**" means the time period from January 1, 2021, through the date of preliminary approval, subject to Paragraph 40.

g. "**Class Representative**" or "**Plaintiff**" means Michael Petersen.

h. "**Class Settlement**" means the settlement and resolution of Released Class Claims.

i. "**Court**" means the Superior Court of the State of California for the County of Contra Costa.

j. "**Defendant**" means Gold Bond Building Products, LLC.

k. "**Defendant's Counsel**" means Matthew M. Sonne and Eric T. Angel of Sheppard, Mullin, Richter & Hampton, LLP.

l. "**Effective Date**" means the last to occur of the following: (a) the 61st day after service of notice of entry of the Final Approval Order and Judgment; or (b) if an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any third party.

m. "**Enhancement Payment**" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, State of California, and PAGA Members, as set forth in Paragraph 14 below.

n. "**Employer Taxes**" means the employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant separately and in addition to the Total Settlement Amount.

o. "**Final Approval**" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

p. "**Final Approval Hearing**" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

q. "**Individual PAGA Payment**" means the *pro rata* share of the PAGA Member Amount (i.e., 25% of the PAGA Amount) that a PAGA Member may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 18.

r. "**Individual Settlement Payment**" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 17 below.

s. "**LWDA Payment**" means the amount of Seven Thousand and Five Hundred Dollars and Zero Cents ($7,500) (i.e., 75% of the PAGA Amount) that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") for the PAGA Settlement, as set forth in Paragraph 16.

t. "**Net Settlement Amount**" means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys' Fees and Costs.

u. "**Notice of Objection**" means a Class Member's timely and complete written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number, (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection, (d) include copies of any papers, briefs, or other documents upon which the objection is based, and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

v. "**PAGA Amount**" means the allocation of Ten Thousand Dollars and Zero Cents

($10,000) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or $7,500, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or $2,500, will be distributed to PAGA Members based on their Workweeks during the PAGA Period (i.e., PAGA Member Amount).

w. "**PAGA Members**" means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.

x. "**PAGA Member Amount**" means the amount of Two Thousand and Five Hundred Dollars and Zero Cents ($2,500). i.e., 25% of the PAGA Amount, to be distributed to PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period.

y. "**PAGA Period**" means the time period from December 19, 2022, through date of approval.

z. "**PAGA Settlement**" means the settlement and resolution of Released PAGA Claims.

aa. "**Parties**" means Plaintiff and Defendant, collectively, and "Party" means either Plaintiff or Defendant.

bb. "**Preliminary Approval**" means entry of the Court order granting preliminary approval of the Settlement Agreement.

cc. "**Released Claims**" means all claims, debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether statutory, common law or administrative, that were asserted or that reasonably could have been asserted based on the facts alleged in the operative complaint and/or PAGA Notice Letter in the action, including but not limited to all state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods; failure to provide rest periods; failure to pay proper meal period penalties; failure to pay proper rest period penalties; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to comply with wage reporting; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; failure to provide written notice at the time of hiring under California Labor Code Section 2810.5, unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs; and including and not limited to, all claims arising under the California Labor Code (including but not limited to Sections 201-204, 206, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.,* and 2699 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code Section 17200, *et seq.*; 8 CCR Sections 11040, 11070, 11080, and 11140; and California Code of Civil Procedure, including but not limited to Section 1021.5*;* ; and the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq* class members who cash their settlement checks will be deemed to have opted into the action for purposes of the FLSA and will thereby release and waive any of their claims under the FLSA. This release is limited to claims arising during the Class Period and PAGA Period as defined in this Agreement, and only as to Class Members and Aggrieved Employees, respectively. This release excludes the release of claims not permitted by law.

dd. "**Released Class Claims**" means any and all Released Claims, arising during the Class Period, other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq*.

ee. "**Released PAGA Claims**" means any and all Released Claims, arising during the PAGA Period and arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq*.

ff. "**Released Parties**" means Gold Bond Building Products, LLC and its parents, subsidiaries, and affiliates including all of their former and present directors, officers, employees, shareholders, owners, members, attorneys, insurers, and assigns.

gg. "**Request for Exclusion**" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action, (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion, (c) clearly state that the Class

Member does not wish to be included in the Class Settlement, and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

hh. "**Response Deadline**" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the number of Workweeks credited to them, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the original deadline.

ii. "**Settlement Administrator**" means Phoenix Class Action Administration Solutions, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

jj. "**Settlement Administration Costs**" means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 15 below and in accordance with the Settlement Administrator's "not to exceed" bid submitted to the Court in connection with approval of the Settlement.

kk. "**Settlement Class Members**" means all Class Members who do not submit a timely and valid Request for Exclusion.

ll. "**Total Settlement Amount**" means the amount of Five Hundred and Seventy-Four Thousand and Five Hundred Dollars and Zero Cents ($574,500.00). Defendant will pay the Total Settlement Amount in full resolution of all Released Class Claims, Released PAGA Claims, and the Action, which includes all Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs.

The Employer's Taxes will be paid separately and in addition to the Total Settlement Amount.

mm. "**Workweeks**" means the number of weeks that each Class Member worked for Defendant as a non-exempt employee in California.

CLASS CERTIFICATION

9. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

10. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

11. Funding of the Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement. Within forty-five (45) calendar days after the Effective Date, Defendant will fund the Total Settlement Amount, plus an amount sufficient for Employer Taxes, into a settlement account to be established by the Settlement Administrator.

12. Distribution of the Settlement Amount. Within seven (7) calendar days of the date on which the Settlement Administrator receives the Total Settlement Amount, the Settlement Administrator will distribute the Court-approved Enhancement Payment to Plaintiff, the LWDA Payment to the LWDA, the Court-approved Settlement Administration Costs to itself (the Settlement Administrator), the Individual Settlement Payments to Settlement Class Members, the Individual PAGA Payments to PAGA Members, and Court-approved Attorneys' Fees and Costs to Class Counsel. The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, which are necessary for the administration of

the Settlement. The Settlement Administrator will disburse the Total Settlement Amount without asking or requiring Class Members or PAGA Members to submit any claim as a condition of payment.

13. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys' fees of up to one third of the Total Settlement Amount (i.e., up to One Hundred Ninety One Thousand Five Hundred Dollars and Zero Cents ($191,500) if the Total Settlement Amount remains $574,500.00) and reimbursement of reasonable litigations costs and expenses associated with Class Counsel's litigation and settlement of the Action, both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Attorneys' Fees and Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. Enhancement Payment. In recognition of his efforts and work in prosecuting the Action, Defendant agrees not to oppose any application or motion for an Enhancement Payment in an amount up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff. The Enhancement Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to Plaintiff's individual settlement payment that Plaintiff may be eligible to receive under the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and

the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Eight Thousand Dollars and Zero Cents ($8,000.00) except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating (to Spanish), printing, distributing, and tracking Class Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Ten Thousand Dollars and Zero Cents ($10,000) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or $7,500, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, $2,500, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payments).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the

"Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Members' number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks during the PAGA Period for all PAGA Members to yield the "PAGA Workweek Value," and multiply each PAGA Member's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Members to any increased retirement, 401k benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

20. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

21. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in (in the form attached as "**Exhibit A**" to this Settlement Agreement) to all Class Members in English and Spanish via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable with a forwarding address on or before the Response Deadline, the Settlement Administrator will re-mail the Class Notice within five (5) calendar days to the forwarding address. With respect to Class Notices that are returned as undeliverable without a forwarding address on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

22. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator that must: (a) contain the case name and number of the Action, (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the disputing Class Member, (c) clearly state that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (d) include information and/or attach documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with

under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

23. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds associated with such canceled checks will be transmitted to the State Controller's Office, Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment and Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Members whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

24. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement

and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval. Notwithstanding the above, all PAGA Members will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

25. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

26. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

27. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the

Court and counsel for all Parties.

28. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as thirty-three percent (33%) wages, thirty-three percent (33%) penalties, and thirty-four percent (34%) interest, fees, and other non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest, penalties, and other non-wage damages will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will not undertake any withholding or deductions with respect to the Individual PAGA Payment.

29. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities with respect to the wages portion of the Individual Settlement Shares.

30. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Members understand and agree that, except for Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing any compensation received by them under the Settlement, on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

31. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

32. Class Settlement Release. As of the Effective Date, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members), on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

33. PAGA Settlement Release. As of the Effective Date, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA Members, on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

34. General Release of Claims by Plaintiff. As of the Effective Date, Plaintiff, on behalf of himself and his respective past, present, and future representatives, agents, attorneys, heirs, spouses, executors, administrators, successors, assigns, and any entities or businesses where Plaintiff has a controlling ownership interest, fully and finally releases the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to his employment with Defendant and his compensation while an employee of Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include all claims alleged or could have been alleged in the Action, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods; failure to provide rest periods; failure to pay proper meal period penalties; failure to pay proper rest period penalties; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay

all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; misclassification; unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. Plaintiff's Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 et seq., and 2699 et seq.); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code Section 17200, et seq.; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11040, 11070, 11080, and 11140; California Code of Civil Procedure, including but not limited to Section 1021.5; the California common law of contract; the FLSA, 29 U.S.C. Section 201, et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, et seq. ("ERISA"); all claims for lost wages and benefits, emotional distress, punitive damages, other damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act. This release excludes the release of claims not permitted by law.

Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil Code Section 1542, which reads:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or

her, would have materially affected his or her settlement with the debtor or released party."

Further, this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that Plaintiff or may have under the Federal Age Discrimination In Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621 et seq. This paragraph and this Agreement are written in a manner calculated to be understood by Plaintiff. Plaintiff is hereby advised in writing to consult with an attorney before signing this Agreement. Plaintiff has had a reasonable time of up to 21 days in which to consider signing this Agreement. If Plaintiff decides not to use all 21 days, Plaintiff knowingly and voluntarily waives any claims that Plaintiff was not given the 21-day period or did not use the entire 21 days to consider this Agreement. Plaintiff may revoke this Agreement at any time within the 7-day period following the date Plaintiff signs this Agreement by providing written notice of revocation to Defendant's counsel of record. The Agreement shall not become effective or enforceable until after this 7-day revocation period has expired. If Plaintiff revokes the Agreement, Plaintiff will not receive the consideration set forth in the Agreement.

35. Release by Class Counsel. Class Counsel, on behalf of themselves and their respective law firms, hereby release any and all claims to attorneys' fees and litigation costs against the Released Parties in connection with the Action and the LWDA Notices, other than those fees and costs approved by the Court pursuant to this Settlement.

36. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the proposed order granting preliminary approval before filing it with the Court. Defendant agrees not to oppose the Motion for Preliminary Approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiff as representative of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving, as to form and content, the mutually agreed upon and proposed Class Notice and directing its mailing to the Class by First-Class U.S. Mail;

f. Approving the manner and method for Class Members to object to or request exclusion from the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval should be granted.

37. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Appointment of Plaintiff as representative of the Class;

d. Appointment of Class Counsel as counsel for the Class;

e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

f. Approval of the application for Enhancement Payment to Plaintiff;

g. Approval of the application for Settlement Administration Costs to the Settlement Administrator;

h. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

i. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

38. Termination or Revocation of Settlement by Defendant. If either (i) ten percent (10%) or more of the Class Members submit timely and valid Requests for Exclusion or timely and complete Notices of Objection, or (ii) the total number of Class Members who submit timely and valid Requests for Exclusion or timely and complete Notices of Objection whose share of the Net Settlement Amount is ten percent (10%) or more of the Net Settlement Amount, or both (i) and (ii), Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within thirty (30) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs and objections.

39. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, PAGA Member, the State of California, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and;

f. Any documents generated to bring the Settlement into effect, will be null and void.

and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

40. Escalator Clause. Based on its records, Defendant represented that there were approximately 18,501 workweeks during the period from January 1, 2021, through March 27, 2025. Should the number of workweeks during the Class Period increase beyond 10% of the represented workweeks (i.e. exceeds 20,352 workweeks), Defendant at its sole discretion, has the option of either: (1) agree to increase the Total Settlement Amount on a pro rata basis according to the number of additional workweeks over the 10% cap, or (2) agree to close the Class Period just before the date the workweeks exceeds this 10% cap.

41. Amended Complaint. The Parties agree that no later than ten (10) days after signing this Agreement, as a condition of settlement, Plaintiff will amend the Action to assert a PAGA claim as alleged in his December 19, 2023, PAGA Notice Letter.

42. No Publicity. Neither Plaintiff nor Class Counsel shall issue press releases or initiate contact with the media regarding the amount or specific terms of the Settlement, , except as necessary in filings with the Court or in communications with the LWDA pursuant to the California Labor Code. Class Counsel may respond to media inquiries by stating that the matter has been resolved and referring the inquirer to public court filings. Class Counsel may also comment on the public court filings only in response to media inquiries. Class Counsel agrees not to engage in marketing or promotional statements that disclose material terms of the Settlement, including the identity of the Defendant, except as may appear in required court filings, attorney advertising disclaimers, or routine references to the case on Class Counsel's website. Plaintiff agrees not to discuss the specific terms or fact of the Settlement with third parties, except for Plaintiff's spouse, counsel, tax advisors, or as required by law. Nothing in this paragraph shall restrict required disclosures to the Court, the Settlement Administrator, or the LWDA, or prevent any Party from complying with applicable laws or court orders. The Settlement Administrator may, with Court approval, maintain a settlement website for the sole purpose of providing Notice of Judgement to the Class Members.

43. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and

enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

44. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, including amending the Complaint, pending the Final Approval Hearing to be conducted by the Court.

47. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have

full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

49. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or PAGA Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Members, and the releases provided for by the Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Member.

50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

51. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

52. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

53. Acknowledgment that the Settlement is Reasonable. The Parties believe this Settlement Agreement is an adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations with the assistance of a neutral mediator and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the reasonableness of this Settlement Agreement.

54. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid

and enforceable.

55. Parties' Cooperation. The Parties agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically deny, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

57. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

59. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that

this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

60. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

61. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:	To Defendant:
Mehrdad Bokhour, Esq. BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, CA 90067 Joshua S. Falakassa, Esq. FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, CA 90067	Matthew M. Sonne, Esq. Eric T. Angel, Esq. SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP 650 Town Center Drive, 10th Floor Costa Mesa, California 92626-1993

62. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court. This shall satisfy California Rules of Court 3.771(b), and no individualized notice to the Class will be required.

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 6/28/2025

PLAINTIFF MICHAEL PETERSEN

Signed by:
826595C91B944E6...

Michael Petersen, Plaintiff

Dated: 7/3/2025

DEFENDANT GOLD BOND BUILDING PRODUCTS, LLC

DocuSigned by:
6C89ADB809B2443...

Full Name: Laura C Budzichowski
Title: Vice President and Secretary
On behalf of Defendant Gold Bond Building Products, LLC

APPROVED AS TO FORM:

CLASS COUNSEL

FALAKASSA LAW, P.C.

Dated: 6/27/2025

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiff

BOKHOUR LAW GROUP, P.C.

Dated: 6/30/2025

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiff

DEFENDANT'S COUNSEL:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: 7/7/2025

Matthew M. Sonne
Eric Angel
Attorneys for Defendant,
Gold Bond Building Products, LLC