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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ARACELI ALEXANDER, in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiff

v.

NUWEST GROUP HOLDINGS, LLC, a Washington Limited Liability Company; and DOES 1-10, inclusive

Defendants

CASE NO. 37-2024-00001006-CU-OE-CTL

DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFF'S EX PARTE APPLICATION RE:

(1) *UNOPPOSED* PAGA SETTLEMENT APPROVAL, or in the alternative,

(2) ORDER SHORTENING TIME TO HEAR A MOTION FOR PAGA SETTLEMENT APPROVAL

Date: February 18, 2026
Time: 8:45 a.m.
Dept: C-69
Judge: Hon. Evan P. Kirvin

I, Eric K. Yaeckel, hereby declare as follows:

1. I am an attorney licensed to practice law before this Court and am employed with the law firm of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff ARACELI ALEXANDER, in a Representative capacity only, and on behalf of other members of the general public similarly situated.

2. I make this declaration in support of Plaintiff's Ex Parte Application. I am personally familiar with the facts set forth in this declaration and I make this declaration based on my personal knowledge. If called to testify, I could and would do so competently.

Background, Investigation and Settlement

3. As this is a "PAGA" action only, the Limitations Period begins on November 1, 2022 and runs through the date the parties execute the agreement. Plaintiffs' expert has independently verified, that there are approximately 970 employees who worked a total of 20,000 pay periods from November 1, 2022 to January 15, 2026.

4. Following the exchange of discovery, analysis of numerous sets of time and wage data, a mediation and direct settlement negotiations between the Parties, the Parties reached a proposed settlement that includes a payment of penalties to the LWDA. Attached hereto as **Exhibit 1** is a true and correct copy of the parties Settlement Agreement

5. On **January 26, 2026**, Plaintiff's counsel gave notice of the settlement and hearing date via uploading to the LWDA's electronic filing portal the Plaintiff's proposed settlement terms. To date, Plaintiff's counsel has not received notice that the LWDA would intervene.

6. On **February 17, 2026**, Plaintiff's counsel uploaded via the LWDA's electronic filing portal copies of this entire *ex parte* application, including the Notice, this supporting Memorandum, Declaration, and Proposed Order & Judgment. To date, Plaintiff has not received a response from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiff's counsel at any time prior to the hearing, Plaintiff's counsel will provide an updated declaration to the Court.

7. The Total Value of the proposed Settlement is **$395,000.00** which is broken down as follows:

   * **$131,667.67** Attorneys' Fees (1/4 of total settlement value);
   * **$19,935.00** Costs of Litigation.

* **$10,000.00** Plaintiff's Representative Enhancement
* **$6,325.71** Administration Expenses
* Sub-Total of **$227,072.62**. 75% (**$170,304.47**) shall be assigned/paid to the LWDA as penalties.
* The remaining 25% (**$56,768.15**) in cash will be disbursed among all employees based on work weeks employed during the PAGA period.

Given the above, the average payment to each of the approximately 3,280 individual employees will be approximately **$21.75.**

8. There are no restrictions for any of the **970** employees to file individual actions, as the settlement agreement only covers PAGA claims.

Experience of Plaintiff's Counsel

9. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 30 years. He has approximately 29 years of experience in "class action" litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018*)* 30 Cal.App.5th 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue), estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs' counsel on "Wage and Hour" Class/Representative actions that have collected more than $300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

10. I am co-lead trial counsel. I have over 15years of experience as a licensed California attorney who is primarily engaged in prosecuting class and representative actions. I have spent my entire practice engaged in prosecuting class and representative actions. I became a partner in our law firm in 2020.

11. Our office are the attorneys of record in a matter recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC,* 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action.

12. Our office is lead counsel on at least 50 employment "wage and hour" claims with class action,

or representative action, allegations. These cases are set within the California Superior Court and Federal District Courts in California. Our office is currently lead counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three years, Sullivan & Yaeckel Law Group has settled at least 15 employment "wage and hour" claims on behalf of a Certified Class.

13. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three "Wage and Hour" Representative (PAGA) cases.

14. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants' counsel (both the firm, and individual attorneys working on this case) have extensive experience defending similar wage and hour class actions.

15. Based on the above experience, it is this firm's opinion that this settlement represents a fair and adequate payment to the LWDA and aggrieved employees.

<u>The Basis For the *Ex Parte* Request</u>

16. The request to expedite this matter on an *ex parte* basis is proper for several separate reasons. Mr. Sullivan (who is the primary client contact) is going on an extended medical leave, and the client asked if this matter could be finalized before that occurs. If requested by the Court, Mr. Sullivan is willing to share additional information about his ongoing medical issues.

17. Notice to certain ex-employees may be adversely impacted by further delay (*i.e.* ex-employees may change their mailing address without filing a proper "forwarding address").

18. An expedient approval of this settlement will provide a direct benefit to the impacted employees at issue. The "fixes" provide a guarantee of future Labor Code compliance, and an immediate monetary benefit. It also allows Defendants the opportunity to move on, and focus on future business.

19. Finally, this is an un-opposed request. Based on counsel's experience, this Superior Court (including Hon. Katherine Bacal, Hon. Richard Whitney, Hon. Gregory Pollack and several

other since retired Superior Court Judges) have encouraged PAGA settlement approvals on an *ex-parte* basis, so as not to overburden the Court's already impacted "noticed motion" calendar.

The Nature of the Claims and Exposure Analysis

20. Plaintiff alleges that she - and other employees - received "interrupted," "short," "late," or "missing" Meal Periods, including those documented within Defendant's Time Records. Plaintiff also challenged whether Defendant maintained lawful meal and rest periods. Plaintiff alleged she- and other employees -were not properly compensated due to Defendant's failure to maintain accurate time records, which included an alleged failure to pay overtime worked.

21. Our office maintained that investigations completed by Plaintiff's counsel support Plaintiff's allegations that Defendant's timekeeping policies and employee records were not in compliance with California law. Defendant disputes this allegation. However, Plaintiff concedes these investigations also revealed that the "rate of violation" by Defendant was significantly less than 100%. On many of those occasions, it appears that Defendant did comply with the law.

22. Plaintiff's retained expert prepared a detailed report based on analysis of the records. The expert calculated the estimated maximum scope of liability as being between $4,000,000 and $4,550,000. Defendant disputed this calculation.

23. However, as is set forth more fully below, all counsel are aware that "maximum" awards in PAGA only cases are exceedingly rare. Moreover, most trial Courts (including this Trial Court, in the Carrington matter) decline to "stack" PAGA penalties. "Stacking" refers to imposing multiple penalties for one alleged "harm" (e.g. one single late meal period could arguably violate at least four Labor Code provisions that allow for separate penalties pursuant to PAGA).

24. Taking these facts into consideration, if penalties were awarded for only three out of the six claims (i.e. the non-derivative claims), and the penalties were further reduced from $100 per employee to $10 per employee, in line with the *Carrington* decision, the maximum recovery would be reduced to **$400,000 - $455,000**.

25. Plaintiff alleged that NuWest denied its employees of compliant Meal and Rest Periods – and Meal and Rest Period payments – and failed to possess compliant Meal and Rest Period policies and practices based on NuWest's Time Records. Plaintiff claimed that many pay

periods were missing, late, or short meal periods in violation of, inter alia, Labor Code sections 226.7 and 512. NuWest denied these allegations and NuWest asserted that employees were given the opportunity for breaks and self recorded their meal periods in compliance with California law.

26. Plaintiffs also alleged that NuWest's written rest period policies failed to fully inform employees of their rights with respect to rest periods. NuWest disputed these allegations and disputed that its written policies violate the Labor Code.

27. Plaintiff claimed that NuWest failed to pay its employees all compensation due in violation of, among other statutes, Labor Code section 1197. Plaintiff alleged that although NuWest would receive "to-the-minute" start and end times (due to the mandated timekeeping practices required of employees), NuWest would thereafter alter – and deduct time from – the Time Records, prior to payment of compensation to the employees. Plaintiff alleged that Defendant failed to pay its employees all compensation due. NuWest disputed these claims.

28. Plaintiff alleged that NuWest's payments for non-compliant Meal Periods were not paid at the employee's regular rate. Instead, Plaintiff alleged that these payments were made at an employee's base rate and did not include the value of, inter alia, all actual compensation owed, and/or all employee benefits such as, for example, non-discretionary compensation and other employee benefits. NuWest disputed that it incorrectly calculated the regular rate and further disputed any shortcoming in paying meal period premiums.

29. The remaining claims are largely derivative, in that Wage Statement and Labor Code § 203 penalties would only be permissible if the above claims are proven. Plaintiff had also alleged violations for failure to reimburse business expenses pursuant to Labor Code § 2802. However, it appeared that NuWest had compliant reimbursement policies and any un-reimbursed expenses would have been very rare.

30. I am aware of the Court's discretion to mitigate penalties pursuant to California Labor Code section 2699(e)(2). To confirm, Plaintiff's counsel experienced the mitigation of "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504. In *Carrington*, Judge Bacal significantly mitigated PAGA penalties ($5 per violation), due to the efforts made by the employer to comply with the law and to avoid "stacking." "Stacking" refers to imposing

multiple penalties for one alleged "harm" (*e.g.* one single late meal period could arguably violate at least four Labor Code provisions that allow for separate penalties purusant to PAGA).

31. Plaintiff's counsel agrees with the Court, and with the provision of the Labor Code, that penalties *should* be mitigated where violations are minimal (or rare), or where the employer makes significant efforts to comply with the Labor Code.

32. As the above factors exist in this case, it is the opinion of Plaintiff's counsel that the settlement is fair, adequate, and reasonable.

The Requested Attorneys' Fees and Costs

33. For purposes of a lodestar cross-check the S & Y's attorneys' fees incurred (to date) are estimated to amount to approximately **$167,447.50.** The Attorney's fees are broken down as follows:

a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of Plaintiffs. Over the course of the investigation (mostly including pre-filing), Mr. William Sullivan has currently expended approximately 41.2 hours in the service of this action. **41.2** hours times **$800.00** equals **$32,960.00**. The work includes nearly all preliminary investigation, the majority of the client and Class interaction/meetings, and assistance with some of the other pre-settlement work. The preliminary investigation included the review and analysis of several hundred documents. Mr. Sullivan undertook a significant pre-filing investigation During this time, Mr. Sullivan also investigated Defendant, its business practices, and any variations in Class Members' job duties and rates of pay.

b. I was the partner primarily assigned to oversee the "day to day" activity of the primary associates assigned to this case. My billing rate is $700.00 per hour. I have currently expended approximately **80.4** hours in the service of this action. **80.4** hours times **$700.00** equals **$56,280**. Aside from supervising the Associate Attorneys, this work includes attending hearings, drafting and reviewing correspondence and motions, and most of the day to day communication with opposing counsel. Plaintiff and I were required to jointly review hundreds of pages of documents produced that were directly applicable to Plaintiff's employment. Moreover, I spent significant time reviewing the hundreds of pages of document produced for use in a potential Class Certification Motion and for Mediation. I also primarily handled the settlement discussions. After a full day of mediation, there was a tentative settlement. However, Defendant approached Plaintiff about expanding the settlement class period which resulted in additional data exchanges and having to re-negotiate terms of a class settlement. There were numerous exchanges between the mediator and Defense counsel to help negotiate and finalize the settlement.

c. Mr. Ryan Kuhn served as the primary Associate Attorney assigned to the case. The billing rate for Mr. Kuhn is **$475.00** per hour. Mr. Kuhn expended approximately **135.7** hours in the service of this action. **105.7** hours times **$475.00** equals **$78,207.50**. The work performed consisted of, for the most part, analysis of Defendants' documents and records, in preparation for mediation, a class certification motion, and to analyze liability and damages for purposes of trial. Hundreds of pages of documents and a large electronic sampling of time and wage records were produced over time throughout the litigation. Mr. Kuhn was also assigned to discovery creation/review, assisting with all discovery responses, the preparation of "meet and confer" letters and other contact with defense counsel. Mr. Kuhn also provided a detailed analysis of all employment records to determine "commonality" and damages.

34. Counsel advanced **$19,935.00** in out-of-pocket costs to the State for, among other things, filing fees, expert fees, and mediation fees. A true and correct copied of a contemporaneously updated cost sheet prepared by our office manager is attached as **Exhibit 2.**

35. I submit our fees are reasonable and in line with (or lower) than rates charged in the community by attorneys with similar experience.

36. We have researched this isssue and are not aware of any binding authority requiring a lodestar analysis in a PAGA only settlement, which is why Plaintiff has relied upon the Class Action authority above. Moreover, the results obtained here, including the average net recovery per PAGA Member exceed those normally observed in PAGA only settlements.

Request for PAGA Representative Enhancement

37. The named Plaintiff requests an enhancement payment of **$10,000** for her service as the PAGA representative and for recognition that she was also required to release all of her underlying Labor Code claims via a full section 1542 release. There is no such restriction on the other alleged aggrieved employees.

38. An enhancement is justified in light of the "reputational risk" that Plaintiff assumed by litigating claims against a former employer.

39. The named Plaintiff Araceli Alexander contributed extensive time and resources to the prosecution of this cases. Plaintiff was able to provide information instrumental to the prosecution of this matter including identifying numerous witnesses that could corroborate the claims. Plaintiff also assisted with reviewing and providing insight on Defendant's documents produced. Plaintiff claimed numerous Labor Code violations that formed the basis of the allegations in the litigation and assisted counsel with finalizing the settlement.

40. I know (from experience) that any company who does a detailed background check, will be able to determine that Plaintiff is serving as PAGA and/or class representatives in a lawsuit against their former employer.

41. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. One such service outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees. www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra Credit Rating Agency of India states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk." http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf.

42. Finally, any employer may simply check the various Superior Court of California websites and conduct a party name search to uncover whether an applicant has previously filed litigation against their employer.

43. Plaintiff also risked personally owing a large cost award, which I estimate would be well into the tens of thousands of dollars, had the claims been unsuccessful.

44 Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery on behalf of the entire group of aggrieved employees.

45. A true and correct copy of the parties proposed notice, to accompany the settlement checks following approval, is attached as **Exhibit 3.**

Ex Parte Notice

46. I timely notified Defendant's counsel of our intent to seek the Court's approval on an ex parte basis. Defendant's counsel has reviewed this application and confirmed Defendant does **not** oppose the request.

47. In order to streamline this matter for the Court, we prepared one Ex Parte Memorandum, which shortly summarizes the relevant settlement terms. However, should the Court wish to review additional information to support the settlement (i.e. value of the claims, controlling law, reasonableness of fees, etc.) we have attached that additional analysis as a Exhibit A to the current *Ex Parte* Memorandum.

I declare under penalty of perjury, under the laws of the State of California , that the foregoing is true and correct. Executed on this 16th day of February 2026, at San Diego, California.

Eric Yaeckel

Eric K. Yaeckel

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is entered into by and between Plaintiff Araceli "Brenda" Alexander ("Plaintiff") on the one hand and NuWest Group Holdings, LLC ("Defendant") on the other hand. The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" or "Operative Complaint" means the Plaintiff's PAGA lawsuit alleging wage-and-hour violations against Defendant captioned *Araceli Alexander v. NuWest Group Holdings, LLC,* initiated on January 8, 2024 and pending in Superior Court of the State of California, County of San Diego Case No. 37-2024-00001006-CU-OE-CTL.

1.2 "Administrator" means CAC Services, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross PAGA 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 approval of this Settlement.

1.4 "Aggrieved Employee" means all persons who are or have been employed by Defendant as hourly nonexempt employees in the State of California during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

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

1.7 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 "Court" means the Superior Court of California, County of San Diego.

1.9 "Defense Counsel" means Chrisopher Onstott of Kronick Moskovitz Tiedemann & Girard.

1.10 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement and (b) the Judgment is final. The parties agree that there is no right to opt-out or object to a PAGA Settlement. It is therefore the parties' intention that the Settlement shall be final at the time of Court Approval and Entry of Judgment.

1.11 "Gross PAGA Settlement Amount" means Three Hundred Ninety-Five Thousand Dollars ($395,000) which is the total amount Defendant agrees to pay under the Settlement for the Released PAGA Claims. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Representative Service Award, and the Administrator's Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court based upon the Court's approval of the settlement.

1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16 "Net Settlement Amount" means the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Gross PAGA Settlement Amount: (a) PAGA Counsel Fees Payment up to one-third (1/3) of the Gross PAGA Settlement Amount, currently estimated at $131,666.67; (b) PAGA Counsel Litigation Expenses Payment of not more than $22,000; (c) Plaintiff's Representative Service Award of up to $10,000; and (d) the Administration Expenses Payment not to exceed $6,325.71.

1.17 "PAGA Counsel" means Eric Yaeckel, Esq. of Sullivan & Yaeckel Law Group, the attorney currently representing the Plaintiff in the Action.

1.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action. Defendant will not oppose Plaintiff's request for attorneys' fees in the amount of up to one-third (1/3) of the Gross PAGA Settlement Amount, currently estimated at $131,666.67; and PAGA Counsel Litigation Expenses Payment of not more than $22,500.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Administrator will report these payments on IRS Form 1099 issued to PAGA

Counsel.

1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from November 1, 2022 to the date the last Party executes this Agreement unless the clause in Section 7 is triggered and the PAGA period ends earlier.

1.21 "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).

1.22 "PAGA Notice" means Plaintiff's November 1, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement amount (i.e., the Net Settlement Amount), allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24 "Plaintiff" means Araceli "Brenda" Alexander, the named Plaintiff in the Action.

1.25 "Released PAGA Claims" means the claims being released by Plaintiff, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5, below.

1.26 "Released Parties" means: Defendant and each of its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, clients, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them in a manner that is related to or arises out of Plaintiff's employment with Defendant.

1.27 "Representative" means the named Plaintiff in the Action seeking Court approval to serve as a Representative for the Aggrieved Employees.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29 "Defendant" means NuWest Group Holdings, LLC.

2. RECITALS.

2.1 On January 8, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant. On or about September 13, 2024, Plaintiff filed a First Amended Complaint against Defendant seeking penalties against Defendant, pursuant to PAGA for Defendant's alleged violations of California employment law; including, but not limited meal and rest period violations, minimum wage violations, overtime violations, wage statement violations, failure to reimburse for expenses, failure to pay wages on separation, and failure to produce personnel records. The First Amended Complaint is the operative complaint in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to the LWDA by sending the PAGA Notice.

2.3 On December 16, 2025, the Parties engaged in a mediation in front of John Adler, Esq. Prior to that mediation discussions, the Parties engaged in informal discovery, including, but not limited to, Defendant informally disclosing the data (e.g., employees' pay and time records) documents (e.g., Employee Handbooks, etc.) and information specifically requested by Plaintiff's counsel, which Plaintiff's counsel reviewed and analyzed to evaluate the underlying claims for civil penalties as well as Defendant's defenses thereto.

2.4 In subsequent negotiations after the mediation, and after this informal exchange of information, the Parties reached a settlement in principle in the following weeks.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross PAGA Settlement Amount. Defendant agrees to pay Three Hundred Ninety-Five Thousand Dollars ($395,000) and no more as the Gross PAGA Settlement Amount. Defendant must pay the Gross PAGA Settlement Amount by the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the

Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Representative Service Award to the Plaintiff as Representative for the Aggrieved Employees of not more than $10,000 (in addition to any Individual PAGA Payment Representative is entitled to receive). Defendant will not oppose Plaintiff's request for a Representative Service Award that does not exceed the amount of $10,000. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Representative Service Award prior to the Approval Hearing or other deadline set by the Court. If the Court approves a Representative Service Award that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Representative Service Award. As part of the consideration for the Representative Service Award, Plaintiff will sign a general release of all of her claims against Defendant as set forth in paragraph 6, below.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross PAGA Settlement Amount which is currently estimated at $131,666.67; and PAGA Counsel Litigation Expenses Payment of not more than $22,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a stipulation, ex parte application or motion for PAGA Approval, including for approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment that is less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed **$6,325.71** except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves a payment that is less than **$6,325.71**, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The PAGA Penalties, (i.e., the Net Settlement Amount) will be distributed with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS I099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records at the time of mediation, Defendant estimates there were approximately 20,000 workweeks from November 1, 2022 to January 15, 2026.

4.2 Aggrieved Employee Data. Within forty (40) calendar days after the Court grants Approval of the PAGA Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to only Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Plaintiff and PAGA Counsel are not to be provided the Aggrieved Employee Data. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to a qualified settlement account established by Settlement Administrator no later than forty (40) calendar days after the Effective Date. In the event that the PAGA Settlement does not become effective as required under Paragraph 1.10 of this Agreement, Settlement Administrator shall return all Settlement Funds deposited to Defendant. Any service fees owed to Settlement Administrator shall be equally split and paid by the parties.

4.4 Payments from the Gross PAGA Settlement Amount. Within 15 business days after Defendant completes funding of the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Expenses Payment, and Plaintiff's Representative Service Award. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Release of PAGA Claims by Plaintiff and Aggrieved Employees:

The State of California and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that have been alleged or asserted in any of the pleadings that have been filed in the Action and/or in the PAGA Notice, including, including, failure to pay minimum wage, failure to pay overtime, failure to provide compliant meal and rest periods, failure to pay premiums for non-compliant meal and rest breaks, failure to provide accurate itemized wage statements, failure to reimburse for expenses, failure to pay wages upon separation, failure to produce personnel records, and penalties pursuant to the Private Attorneys General Act of 2004, Labor Code sections 200-204, 210, 226, 226.2, 226.3, 226.7, 512, 558, 2802, 2698, 2699 *et seq.*, 2699.3, 2699.5, the applicable Industrial Welfare Commission Orders and California Code of Regulations, Title 8, section 11050. Plaintiff and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them.

5.2 Release of Attorneys' Fees:

PAGA Counsel, Plaintiff, the State of California and all Aggrieved Employees release on behalf of themselves and their respective present and former representatives, attorneys, heirs, administrators, employees, agents, successors and assigns, the Released Parties from all claims for the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment incurred in connection with or any way related to the Action, the PAGA Period facts stated in the Action, and the PAGA Notice, except for the right to enforce the provisions of settlement providing for the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment.

6. General Release of Claims by Plaintiff

6.1 General Release by Plaintiff:

In addition to the releases set forth above and in consideration for the Representative Service Award set forth above, Plaintiff, for Plaintiff's part, must and hereby does release and forever discharge Released Parties against any and all claims, damages, actions, causes of action, unpaid wage/overtime claims, liabilities, judgments, liens, contracts, agreements, rights, debts, suits, penalties, obligations, promises, premiums, acts, costs, and expenses (including, but not limited to, attorney's fees), damages, and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted (hereinafter, collectively referred to as "Claims") which Plaintiff may now have, or claims to have, or at any time prior to the execution of this Agreement had, or claimed to have had, against Defendant or Related Parties that arise out of or relate in any way to Plaintiff's employment with Defendant. The Parties further agree that with the payment of the amount referenced in paragraph 3.2.1, above, Plaintiff has received all wages due and owing from Defendant and Plaintiff further agrees that Plaintiff has been provided with all required overtime, and any other compensation owed to Plaintiff. Plaintiff expressly agrees that any claim to further wages (if any) is the subject of a bona fide dispute and that by this Agreement and the payment contemplated herein, Plaintiff is finally and forever releasing Defendant and Related Parties from all such claims for unpaid wages (if any), overtime (if any), bonuses (if any), penalties (if any), premiums (if any), expenses, and any other claims of whatsoever nature related to Plaintiff's compensation.

6.2 Specific Release of Age Discrimination Claim. By the terms of this Agreement, Plaintiff acknowledges and Plaintiff understands that the Age Discrimination in Employment Act of 1967, as amended, provides Employee the right to bring a claim against Plaintiff and Related Parties if Plaintiff believes Plaintiff has been discriminated against on the basis of age. Plaintiff specifically releases Employer and/or Related Parties from any claims, actions, or causes of action based on the Age Discrimination in Employment Act of 1967, as amended, arising prior to the date of this Agreement. Plaintiff specifically waives and releases any right to assert a claim for relief under this Act, including but not limited to claims for back pay, attorney's fees, damages, reinstatement, or injunctive relief.

6.3 This release covers any and all statutory, common law, constitutional, and other claims, including but not limited to: claims for unpaid wages, premiums (including meal and rest period premiums if applicable), unpaid overtime if applicable, penalties, commissions, bonuses, or other compensation; "wrongful or constructive discharge" claims; claims of discrimination or harassment of any kind; claims of any type of retaliation, including all whistleblower retaliation or qui tam claims; claims of failure to accommodate disabilities or religious practices or failure to engage in the accommodations process in good faith; claims relating to any contract of employment, express or implied; any claims for misrepresentation or breach of contract and/or breach of the covenant of good faith and fair dealing; tort claims of any nature, including but not limited to, negligence, assault, battery, intentional infliction of emotional distress, fraud, interference with a prospective economic advantage, defamation, invasion of privacy; claims for attorneys' fees, costs, or expenses or interest on any sums allegedly due; claims under any federal, state, county, or municipal statute or ordinance; claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family Medical Leave Act (for past conduct), the Age Discrimination in Employment Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Labor Code, the California Family Rights Act, or any other law or regulation relating to employment.

6.4 Waiver of Unknown and Unanticipated Claims. It is understood and agreed that the release of Claims set forth in paragraphs 6.1-6.3 above is a full and final release of Defendant and Related Parties by Plaintiff and that such full and final release includes, without limitation, all unknown and unanticipated Claims, as well as those now known or disclosed. With respect to any Claims by Plaintiff against Defendant or Related Parties, Plaintiff expressly waives the provisions of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

In connection with this waiver, Plaintiff acknowledges that one or more of the Claims released by this Agreement may include losses sustained by Plaintiff on account of Defendant or Related Parties that are presently unknown or unsuspected and that such losses as were sustained may give rise to additional losses and expenses in the future, which are not now anticipated. Nevertheless, Plaintiff acknowledges that this release has been negotiated and agreed upon and that in consideration for the rights and benefits under this Agreement, Plaintiff intends and hereby does release, acquit, and forever discharge Defendant and Related Parties, as set forth above, from any and all Claims, including those that are unknown, unsuspected, or unforeseen.

6.5 Older Workers' Benefit Protection Act. Pursuant to the terms of the Older Workers' Benefit Protection Act ("OWBPA"), Plaintiff acknowledges and understands that Plaintiff has forty-five (45) days from the date this Agreement was presented to Plaintiff in which to consult with an attorney regarding the terms and conditions of this Agreement. Plaintiff acknowledges that, by the terms of this Agreement, Plaintiff has been advised in writing that during the aforementioned forty-five (45) day period, Plaintiff should consult with an attorney regarding the terms and conditions of this Agreement. Plaintiff further acknowledges that by execution of this Agreement, Plaintiff is waiving the aforementioned forty-five (45) day waiting period if signed earlier. Plaintiff further acknowledges that, by the terms of this Agreement, Plaintiff has been advised that following execution of the Agreement, Plaintiff has seven (7) days in which Plaintiff may revoke this Agreement. If Plaintiff does not exercise Plaintiff's right to revoke this Agreement during this seven (7) day revocation period, the Agreement will become effective on the eighth (8th) day following his execution of it ("Effective Date"). To effectively revoke this Agreement, Plaintiff must communicate Plaintiff's revocation within the required time period set forth above in writing to NuWest, care of Kristen Long by e-mailing the revocation to klong@nuwest.com AND mailing the revocation to Kristen Long, 325 118th Ave SE, Suite 300, Bellevue, WA 98005..

7. **ESTIMATE OF AGGRIEVED EMPLOYEES.** Defendant represents that Aggrieved Employees had approximately 20,000 PAGA Pay Periods between November 1, 2022 and January 15, 2026. In the event that the actual number of PAGA Pay Periods worked between November 1, 2022 and January 15, 2026 increases by more than twenty percent (20%) above 20,000, Defendant will agree to shorten and close the PAGA Period on the date that is closest to without exceeding 24,000 PAGA Pay Periods.

8. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

. Plaintiff shall prepare and file an application or motion for approval of this Settlement.

8.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a stipulation, ex parte application or motion for approval of PAGA Settlement, including all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

8.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, ex parte application or motion for approval of this Settlement and, if necessary, obtaining a hearing date for the stipulation or motion and appearing in Court to advocate in favor of the stipulation or motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

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

9. SETTLEMENT ADMINISTRATION.

9.1 Selection of Administrator. The Parties have jointly selected CAC Services, LLC to serve as the Administrator and verified that, as a condition of appointment, CAC Services, LLC 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.

9.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

9.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

10. NULLIFICATION OF AGREEMENT. In the event: (i) the Court does not enter the Approval Order and approve the Released PAGA Claims specified herein; or (ii) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void. A reduction of the attorneys' fees and expenses shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning, and the provisions contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the settlement administrator shall be paid equally by both Parties.

11. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment upon approval of the Settlement, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In all other respects the Action will terminate.

11.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and try to obtain approval of the Settlement 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 any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross PAGA Settlement Amount remains unchanged.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this PAGA Settlement Agreement).

12.2 Integrated Agreement. Upon execution by all Parties, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.3 Attorney Authorization. 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.

12.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

12.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

12.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant make a written request to PAGA Counsel for the return, rather than the destruction, of such paper and electronic Aggrieved Employee Data.

12.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

12.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Eric Yaeckel
Sullivan & Yaeckel Law Group, APC
2330 Third Ave.
San Diego, CA 92101
Telephone: (619) 702-6760
Email: Yaeckel@sullivanlawgroupapc.com

To Defendant:

Christopher Onstott
KRONICK MOSKOVITZ
TIEDEMANN & GIRARD
1331 Garden Hwy, 2nd floor
Sacramento, CA 95833
Telephone: 916-321-4500
Email: constott@kmtg.com

12.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Dated:

Araceli Alexander

____
Araceli ("Brenda") Alexander
Plaintiff

Dated: NUWEST GROUP HOLDINGS, LLC

By:_______________________________
Name:
Title:

The Settlement Agreement consists of 16 pages.

Dropbox Sign

Audit trail

Title	Sullivan & Yaeckel Law Group APC-Settlement Agreement
File name	Alexander_NuWest_...ent_Agreement.pdf
Document ID	4167d22643876b3a2f91857a4033ee99fdc6668c
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**02 / 12 / 2026** 18:18:32 UTC	Sent for signature to Araceli ("Brenda") Alexander (abalexander722@gmail.com) from yorke@sullivanlawgroupapc.com IP: 98.173.41.85
VIEWED	**02 / 12 / 2026** 18:37:10 UTC	Viewed by Araceli ("Brenda") Alexander (abalexander722@gmail.com) IP: 146.75.146.35
SIGNED	**02 / 16 / 2026** 17:49:16 UTC	Signed by Araceli ("Brenda") Alexander (abalexander722@gmail.com) IP: 146.75.146.34
COMPLETED	**02 / 16 / 2026** 17:49:16 UTC	The document has been completed.

To Defendant:

Christopher Onstott
KRONICK MOSKOVITZ
TIEDEMANN & GIRARD
1331 Garden Hwy, 2nd floor
Sacramento, CA 95833
Telephone: 916-321-4500
Email: constott@kmtg.com

12.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Dated:

____
Araceli ("Brenda") Alexander
Plaintiff

Dated: 2-16-2026

NUWEST GROUP HOLDINGS, LLC

By: ___________________________
Name: Peter Pouck
Title: General Counsel

The Settlement Agreement consists of 16 pages.

Exhibit 2

LWDA	$75.00	
Transportation	$495.55	
One Legal	$974.56	
Postal Annex	$386.19	
FedEx	$82.55	
Copies	$519.55	
Postage	$26.40	
Knox	$119.55	
Signature Resolution	$11,500.00	
Employment Research Corporation	$5,000.00	
Research	$755.65	
Sub-Total	**$19,935.00**	**12/16/2025**
Additional Costs		
2nd SUB-TOTAL	**$19,935.00**	**12/16/2025**

Exhibit 3

NOTICE OF PAGA SETTLEMENT

Araceli Alexander. v. NuWest Group Holdings, LLC., et al.

Superior Court of California, County of San Diego

Case No. 37-2024- 00001006-CU-OE-CTL

CAC Services, LLC

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA") ("the Action"). The plaintiff is Araceli Alexander ("Plaintiff"), and the is NUWEST GROUP HOLDINGS, LLC ("Defendant"). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendant in California who were employed during the PAGA Period ("PAGA Group Employees"). The PAGA Period is November 1, 2022 through January 15, 2026.

It is important to note that Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of the PAGA claims. All aggrieved employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendant from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the operative pleadings, and alleged in the LWDA notice. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, overtime pay, wage statements, business expense reimbursement, and final pay. You will retain your right to bring claims against Defendant in your individual capacity.

By Order dated Date of Court Approval, the Superior Court approved the Settlement and the release of the Claims. According to the Defendant's records, you are a PAGA Group Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.