

PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act (PAGA) Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff ALMA CASTRO (“PLAINTIFF”), individually and on behalf of the state of California and similarly situated employees (as defined below) and Defendant POMONA VALLEY MINING CO. (“POMONA VALLEY”). The AGREEMENT refers to PLAINTIFF and POMONA VALLEY collectively as “PARTIES,” or individually as a “PARTY.”

1. DEFINITIONS.

- 1.1 **“ACTION”** means PLAINTIFF’s PAGA lawsuit alleging wage and hour violations against POMONA VALLEY captioned *Alma Castro, an individual, on behalf of himself, and on behalf of all persons similarly situated, v. Pomona Valley Mining Co., a California Corporation*, Case No. 24PSCV00758 initiated on March 12, 2024 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 **“ADMINISTRATOR”** means Apex Class Actions, LLC the neutral entity the PARTIES have agreed to appoint to administer the Settlement.
- 1.3 **“ADMINISTRATION EXPENSES PAYMENT”** means the amount the ADMINISTRATOR will be paid from the GROSS SETTLEMENT AMOUNT to reimburse its reasonable fees and expenses in accordance with the ADMINISTRATOR’S “not to exceed” bid submitted to the COURT in connection with approval of this Settlement.
- 1.4 **“AGGRIEVED EMPLOYEE,” “AGGRIEVED EMPLOYEES” or “PAGA GROUP MEMBERS”** mean all persons within the State of California who are or were employed by POMONA VALLEY as hourly paid non-exempt employees during any portion of the PAGA PERIOD (defined below in 1.22).
- 1.5 **“AGGRIEVED EMPLOYEE DATA”** means AGGRIEVED EMPLOYEE identifying information in POMONA VALLEY’s possession including the AGGRIEVED EMPLOYEE’s name, last-known mailing address, social security number and number of PAGA PAY PERIODS within the PAGA PERIOD.
- 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 **“AGREEMENT”** or **“SETTLEMENT”** means this Private Attorneys General Act Settlement Agreement and Release.
- 1.8 **“POMONA VALLEY”** or **“DEFENDANT”** means named defendant Pomona Valley Mining Co.
- 1.9 **“COURT”** means the Superior Court of California, County of Los Angeles.
- 1.10 **“DEFENSE COUNSEL”** means Lizbeth Ochoa, Esq., Jill Kleinkauf, Esq. of FISHER & PHILLIPS, LLP.
- 1.11 **“EFFECTIVE DATE”** means the date the Court has (1) approved the settlement terms and (2) issues a Judgment in the ACTION. The Parties agree that there is no right to opt-out or object to this SETTLEMENT by any of the AGGRIEVED EMPLOYEES. It is therefore the Parties’ intention that this SETTLEMENT shall be final at the time of Court Approval and Entry of Judgment.
- 1.12 **“GROSS SETTLEMENT AMOUNT”** means One Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) which is the total amount POMONA VALLEY agrees to pay under this AGREEMENT.
- 1.13 **“INDIVIDUAL PAGA PAYMENT”** means each 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.
- 1.14 **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.15 **“LWDA PAGA PAYMENT”** means the 75% of the PAGA PENALTIES paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 **“NET SETTLEMENT AMOUNT”** means the GROSS SETTLEMENT AMOUNT, less the following payments in the amounts approved by the COURT: (1) PLAINTIFF’S COUNSEL FEES PAYMENT; (2) PLAINTIFF ENHANCEMENT PAYMENT; (3) PLAINTIFF’S COUNSEL LITIGATION EXPENSES PAYMENT; and (4) the ADMINISTRATION EXPENSES PAYMENT. The remainder is to be paid to the LWDA and PAGA GROUP MEMBERS.
- 1.17 **“PAGA”** means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.18 **“PLAINTIFF’S COUNSEL”** means Nicole Barvié, Esq. of BARVIÉ LAW, APC, the attorney representing the PLAINTIFF, the State of California and the PAGA GROUP MEMBERS in the ACTION.

- 1.19 **“PLAINTIFF’S COUNSEL FEES PAYMENT”** means the amount allocated to PLAINTIFF’S COUNSEL for its reasonable attorneys’ fees incurred to prosecute the ACTION, approved by the Court.
- 1.20 **“PLAINTIFF’S COUNSEL LITIGATION EXPENSES PAYMENT”** means the amount allocated to PLAINTIFF’S COUNSEL for its reasonable costs incurred to prosecute the ACTION, approved by the Court.
- 1.21 **“PAGA NOTICE”** means PLAINTIFF’s letter dated January 3, 2024 addressed to POMONA VALLEY and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 **“PAGA PERIOD”** means the period from January 3, 2023 to September 6, 2024.
- 1.23 **“PAGA PAY PERIODS”** means any pay period during which an AGGRIEVED EMPLOYEE worked for POMONA VALLEY for at least one day during the PAGA PERIOD.
- 1.24 **“PAGA RELEASED CLAIMS”** means all claims asserted in the ACTION, all claims asserted in the PAGA NOTICE sent by or on behalf of PLAINTIFF to the LWDA, all claims that could have been asserted in the ACTION (whether under federal law or state law) or any other claims under PAGA, based on the facts alleged, including but not limited to any and all claims for PAGA penalties based on the Labor Code sections asserted therein, including, PAGA PENALTIES for violations under the California Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226 et seq., 226.3, 226.7, 227.3, 246 et seq., 350, 351, 353, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699, 2699.3 et seq., 2800, 2802, the applicable IWC Wage Orders, and California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B).
- 1.25 **“PAGA PENALTIES”** means the total amount of PAGA civil penalties to be paid from the NET SETTLEMENT AMOUNT, allocated as follows: 25% to the AGGRIEVED EMPLOYEES and 75% to LWDA in settlement of the ACTION.
- 1.26 **“PARTIES”** means PLAINTIFF and POMONA VALLEY collectively.
- 1.27 **“PLAINTIFF”** means ALMA CASTRO, the named plaintiff in the ACTION.
- 1.28 **“PLAINTIFF ENHANCEMENT PAYMENT”** means the payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to PLAINTIFF for her work in bringing the ACTION and acting on behalf of the PAGA GROUP MEMBERS.
- 1.29 **“RELEASED PARTIES”** means POMONA VALLEY and its past and present officers, directors, shareholders, owners, current and former employees, agents, representatives, members, attorneys, insurers, re-insurers, assigns, affiliates,

principals, heirs, representatives and their respective successors and predecessors in interest, management companies, parent companies and any and all other entities with whom they have been, are now, or may hereafter be affiliated and/or deemed joint employers or jointly liable with POMONA VALLEY.

2. RECITALS.

- 2.1 Commencement of Action. On March 12, 2024, PLAINTIFF commenced the ACTION by filing a civil complaint in Los Angeles County Superior Court alleging one cause of action against POMONA VALLEY and seeking civil penalties, attorneys' fees and costs, pursuant to PAGA for the following alleged violations: (1) failure to pay minimum wage for all hours worked; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay wages due at termination and during employment; (5) failure to pay overtime; (6) failure to comply with itemized employee wage statements; (7) failure to pay vacation pay upon termination; (8) failure to pay gratuities owed to employee; (9) failure to keep accurate records of all gratuities received; (10) failure to reimburse business expenses; (11) failure to provide payment for paid sick days; (12) failure to reimburse necessary business expenses; and (13) failure to pay reporting time pay. The Complaint is the operative complaint in the ACTION (the "Operative Complaint").
- 2.2 Notice to LWDA. Pursuant to Labor Code section 2699.3, subdivision (a), PLAINTIFF gave written notice to POMONA VALLEY and the LWDA by sending the PAGA NOTICE. The PAGA NOTICE alleged, inter alia, that POMONA VALLEY engaged in conduct which violated California Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 226 et seq., 226.3, 227.3, 246 et seq., 350, 351, 353, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699, 2699.3 et seq., 2800, 2802, the applicable IWC Wage Orders, and California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B).
- 2.3 Defendant Denies Liability and Wrongdoing. This AGREEMENT represents a full compromise and settlement of highly disputed claims. Nothing in this AGREEMENT is intended or will be construed as an admission by POMONA VALLEY that PLAINTIFF's claims in the ACTION have merit or that POMONA VALLEY has any liability to PLAINTIFF, the state or to any of the PAGA GROUP MEMBERS. POMONA VALLEY denies any liability and wrongdoing of any kind associated with the alleged claims. Neither this settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this AGREEMENT, is, may be construed as, or may be used as, an admission, concession, or indication by or against any defendant in this ACTION of any unlawful conduct, fault, wrongdoing, or liability whatsoever. POMONA VALLEY specifically denies that it has engaged in any unlawful or wrongful conduct against PLAINTIFF or the PAGA GROUP MEMBERS.

- 2.4 Mediation. On September 6, 2024, the PARTIES participated in an all-day mediation presided over by experienced PAGA mediator Tagore Subramaniam which ultimately led to this AGREEMENT to settle the ACTION.
- 2.5 Investigation. Prior to the mediation and prior to negotiating the terms of this AGREEMENT, the PARTIES conducted investigation and informal discovery of the relevant facts and law. Additionally, POMONA VALLEY produced documents relating to its wage-and-hour policies, practices, and procedures and an agreed upon sampling of AGGRIEVED EMPLOYEES' records including, but not limited to, time records, pay records, and information relating to the size and scope of the AGGRIEVED EMPLOYEES, as well as data permitting PLAINTIFF to understand the number of PAGA PERIODS. PLAINTIFF'S COUNSEL reviewed the records and conducted their own independent investigation of the facts and law.
- 2.6 Compromise of Disputed Claims. The PARTIES understand, acknowledge, and agree that this AGREEMENT constitutes a compromise of the claims alleged in the ACTION and/or in the LWDA NOTICE and that it is the desire and intention of the PARTIES to effect a final and complete resolution of the ACTION and the PAGA claims alleged therein against POMONA VALLEY and the RELEASED PARTIES. The PARTIES agree that representative treatment is for purposes of this Settlement only. If, for any reason, the COURT does not approve this settlement, POMONA VALLEY reserves all available defenses to the claims in the ACTION and PLAINTIFF reserves the right to contest POMONA VALLEY's defenses. This AGREEMENT and the PARTIES' willingness to settle the ACTION will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this AGREEMENT).
- 2.7 No Other Pending Matter. The PARTIES, PLAINTIFF'S COUNSEL and DEFENSE COUNSEL represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the SETTLEMENT.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Section 8.2 below, POMONA VALLEY agrees to pay One Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) and no more as the GROSS SETTLEMENT AMOUNT to settle the ACTION. POMONA VALLEY has no obligation to pay the GROSS SETTLEMENT AMOUNT prior to the deadline stated in Section 4.3 of this AGREEMENT. The ADMINISTRATOR will disburse the entire GROSS SETTLEMENT AMOUNT without asking or requiring AGGRIEVED EMPLOYEES to submit any claim as a condition of payment. None of the GROSS SETTLEMENT AMOUNT will revert back to POMONA VALLEY.

3.2 Payments from the Gross Settlement Amount. The ADMINISTRATOR will make and deduct the following payments from the GROSS SETTLEMENT AMOUNT, in the amounts specified by the COURT in the Final Approval Order:

3.2.1 Plaintiff Enhancement Payment: In consideration for PLAINTIFF's participation in and assistance in the ACTION and a Civil Code section 1542 waiver and release of all known and unknown claims by PLAINTIFF as set forth in section 5.1.1 below, PLAINTIFF shall receive Five Thousand Dollars (\$5,000.00) ("PLAINTIFF ENHANCEMENT PAYMENT") from the GROSS SETTLEMENT AMOUNT. The PLAINTIFF ENHANCEMENT PAYMENT shall be reported on IRS Form 1099. PLAINTIFF will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph and agrees to hold RELEASED PARTIES harmless and to indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the payments made pursuant to this paragraph. This AGREEMENT is not contingent upon the COURT awarding PLAINTIFF any particular amount for the PLAINTIFF ENHANCEMENT PAYMENT. If the COURT reduces or does not approve the requested PLAINTIFF ENHANCEMENT PAYMENT, this AGREEMENT will remain binding on the PARTIES and the amount not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. If the COURT does not approve the PLAINTIFF ENHANCEMENT PAYMENT in the amount requested in this paragraph, none of the RELEASED PARTIES shall be liable to PLAINTIFF for the unapproved amount. POMONA VALLEY does not oppose an application by PLAINTIFF for the PLAINTIFF ENHANCEMENT PAYMENT in the amount identified in this paragraph.

3.2.2 Plaintiff's Counsel.

3.2.2.1 Attorney's Fees: A PLAINTIFF'S COUNSEL FEES PAYMENT of not more than forty percent (40%) of the GROSS SETTLEMENT AMOUNT, which is currently estimated to be Seventy-Four Thousand Dollars and Zero Cents (\$74,000).

3.2.2.2 PAGA Litigation Expenses Payment: PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT of up to Fifteen Thousand Dollars (\$15,000.00) from the GROSS SETTLEMENT AMOUNT.

3.2.2.3 Unapproved Amounts Revert to Net Settlement Amount: If the COURT reduces or does not approve the requested PLAINTIFF'S COUNSEL FEES PAYMENT and/or a PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested above, this AGREEMENT will remain binding on the PARTIES and the amount(s) not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. This AGREEMENT is not contingent upon the COURT awarding PLAINTIFF'S

COUNSEL FEES PAYMENT and/or a PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested. If the COURT does not approve the PLAINTIFF'S COUNSEL FEES PAYMENT and/or the PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested above, none of the RELEASED PARTIES shall be liable for the unapproved amount. POMONA VALLEY does not oppose an application by PLAINTIFF'S COUNSEL for an award of PLAINTIFF'S COUNSEL FEES PAYMENT and/or a PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT, provided that the amounts requested do not exceed the amounts identified above in sections 3.2.2.1 and 3.2.2.2.

- 3.2.2.4 PLAINTIFF'S COUNSEL Responsibilities: PLAINTIFF'S COUNSEL will be responsible for submitting all documents and/or briefs to support their request for PLAINTIFF'S COUNSEL FEES PAYMENT and/or a PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT. Additionally, PLAINTIFF'S COUNSEL will be solely and legally responsible to pay all applicable taxes on the PLAINTIFF'S COUNSEL FEES PAYMENT and/or PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT they receive and to hold harmless and indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the payments made pursuant to sections 3.2.2.1 and/or 3.2.2.2 above. The Administrator will issue an IRS Form 1099- MISC to PLAINTIFF'S COUNSEL for the payments made pursuant to sections 3.2.2.1 and 3.2.2.2 of this AGREEMENT. The RELEASED PARTIES shall not be liable for any claim by any third party claiming entitlement to some or all of the PLAINTIFF'S COUNSEL FEES PAYMENT and/or a PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT. PLAINTIFF'S COUNSEL and PLAINTIFF agree to hold RELEASED PARTIES harmless from any dispute or controversy regarding any division or sharing of any of the payments referenced in this AGREEMENT.
- 3.2.3 To the Administrator: An ADMINISTRATION EXPENSES PAYMENT not to exceed \$5,000 to the ADMINISTRATOR. If the COURT reduces or does not approve the requested ADMINISTRATION EXPENSES PAYMENT in the amount requested, this AGREEMENT will remain binding on the PARTIES and the amount not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. This AGREEMENT is not contingent upon the COURT awarding ADMINISTRATION EXPENSES PAYMENT in the amount requested. If the COURT does not approve the ADMINISTRATION EXPENSES PAYMENT in the amount requested above, none of the RELEASED PARTIES shall be liable for the unapproved amount. POMONA VALLEY does not oppose an application by the ADMINISTRATOR or PLAINTIFF'S COUNSEL for an award of ADMINISTRATION EXPENSES PAYMENT, provided that the amount requested does not exceed the amounts identified in this paragraph. Additionally, the ADMINISTRATOR will be solely and legally responsible to pay all applicable taxes on the ADMINISTRATION EXPENSES PAYMENT they receive and to

hold harmless and indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the ADMINISTRATION EXPENSES PAYMENT.

3.3 Net Settlement Amount to the LWDA and PAGA Group Members. The NET SETTLEMENT AMOUNT after deducting the ADMINISTRATION EXPENSES PAYMENT, PLAINTIFF'S COUNSEL FEES PAYMENT, PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT and the PLAINTIFF ENHANCEMENT PAYMENT from the Gross Settlement is estimated to be at least \$86,000.00 ("NET SETTLEMENT AMOUNT"). Subject to COURT approval, the NET SETTLEMENT AMOUNT shall be distributed by the ADMINISTRATOR as follows:

3.3.1 LWDA Distribution: 75% of the NET SETTLEMENT AMOUNT shall be distributed to the LWDA. Accordingly, approximately \$64,500.00 will be paid to the LWDA ("LWDA PAGA PAYMENT").

3.3.2 Distribution to PAGA Group Members: 25% of the NET SETTLEMENT AMOUNT shall be distributed to the PAGA GROUP MEMBERS on a pro-rata basis based upon the number of pay periods worked by the individual AGGRIEVED EMPLOYEE during the PAGA PERIOD ("INDIVIDUAL PAGA PAYMENT"). Each AGGRIEVED EMPLOYEE's INDIVIDUAL PAGA PAYMENT will be calculated by the ADMINISTRATOR based on the information to be provided by POMONA VALLEY. If an AGGRIEVED EMPLOYEE worked only a portion of a pay period during the PAGA PERIOD, they will get credit for the whole pay period. If an AGGRIEVED EMPLOYEE did not work at all during an entire PAGA pay period, that/those pay period(s) will be excluded from their pro-rata share. The INDIVIDUAL PAGA PAYMENT to the PAGA GROUP MEMBERS are in settlement of the claims for civil penalties alleged and/or sought in the ACTION and the PAGA NOTICE and in exchange for their release of the PAGA RELEASED CLAIMS within the PAGA PERIOD.

3.3.2.1 Taxability on Individual PAGA Payment: Each AGGRIEVED EMPLOYEE assumes full responsibility and liability for any taxes owed on their INDIVIDUAL PAGA PAYMENT. The PARTIES agree that 100% of the INDIVIDUAL PAGA PAYMENT shall be allocated to penalties. The ADMINISTRATOR will be responsible for meeting tax reporting obligations including the issuance of IRS Form 1099 as appropriate. No later than January 31 of the year following payment of the GROSS SETTLEMENT AMOUNT, the ADMINISTRATOR will prepare and issue an IRS Form 1099 to the recipients, including itself, who received a payment under this AGREEMENT, to the extent the payments require issuance of such a form under applicable law.

3.4 Settlement Awards Do Not Trigger Additional Benefits. It is expressly understood and agreed that the receipt of an INDIVIDUAL PAGA PAYMENT under this AGREEMENT will not entitle any PAGA GROUP MEMBER or PLAINTIFF to

additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the AGREEMENT.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 PAGA Group Member Pay Periods. Based on a review of its records, POMONA VALLEY estimates that as of September 6, 2024 (mediation date) there were 111 AGGRIEVED EMPLOYEES who worked approximately 4,034 PAGA PAY PERIODS within the PAGA PERIOD.
- 4.2 Aggrieved Employee Data. Within fifteen (15) business days after the COURT issues its Order approving this SETTLEMENT, POMONA VALLEY will deliver the AGGRIEVED EMPLOYEE DATA to the ADMINISTRATOR in the form of a Microsoft Excel spreadsheet. To protect AGGRIEVED EMPLOYEES' 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 ADMINISTRATOR employees who need access to the AGGRIEVED EMPLOYEE DATA to effect and perform under this AGREEMENT.
- 4.3 Deadline for Funding of Gross Settlement Amount. POMONA VALLEY shall fully fund the GROSS SETTLEMENT AMOUNT by transmitting the funds to the ADMINISTRATOR no later than twenty (20) business days after the EFFECTIVE DATE.
- 4.4 Deadline and Method for Distribution of the Gross Settlement Amount: Within fourteen (14) business days after POMONA VALLEY funds the GROSS SETTLEMENT AMOUNT, the ADMINISTRATOR will mail checks for all INDIVIDUAL PAGA PAYMENTS, the LWDA PAGA PAYMENT, the ADMINISTRATION EXPENSES PAYMENT, PLAINTIFF ENHANCEMENT PAYMENT, the PLAINTIFF'S COUNSEL FEES PAYMENT and the PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT. The checks will be sent 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 ADMINISTRATOR must update the recipients' mailing addresses using the National Change of Address Database. See Section 7 below, for additional ADMINISTRATOR duties and responsibilities.

5. RELEASE OF CLAIMS.

- 5.1 Effective Date of Release of Claims. Effective on the date when POMONA VALLEY fully funds the entire GROSS SETTLEMENT AMOUNT, PLAINTIFF,

LWDA, PAGA GROUP MEMBERS and PLAINTIFF'S COUNSEL will release claims against all RELEASED PARTIES as follows:

- 5.1.1 Plaintiff's General Release: Upon POMONA VALLEY's fulfillment of the GROSS SETTLEMENT PAYMENT under Section 4 of this AGREEMENT which includes the PLAINTIFF ENHANCEMENT PAYMENT, PLAINTIFF, on behalf of herself and her former and present spouses, representatives, agents, attorneys (including PLAINTIFF'S COUNSEL), heirs, administrators, successors and assigns, forever releases, remises and discharges POMONA VALLEY and the RELEASED PARTIES from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney's fees and costs), transactions, occurrences, known and unknown, at law or in equity, which she and/or they may now have, including, but not limited to: claims arising out of or in any way connected with PLAINTIFF's employment with POMONA VALLEY including, but, not limited to, the PAGA RELEASED CLAIMS, claims that were asserted in the LWDA Notice and/or ACTION or which could have been asserted, and any and all transactions, occurrences or matters between the PARTIES occurring prior to the date this AGREEMENT is fully executed. Without limiting the generality of the foregoing, this release includes, but is not limited to, any and all claims under the: (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Family Rights Act and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("Plaintiff's General Release"). With respect to Plaintiff's General Release, PLAINTIFF stipulates and agrees that, upon POMONA VALLEY's fulfillment of its settlement payment obligations under this AGREEMENT, PLAINTIFF shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 5.1.1.1 Plaintiff's Release of Known and Unknown Claims: PLAINTIFF understands the significance and consequences of a California Civil Code Section 1542 waiver, and understands that she hereby waives all claims, known or unknown, suspected or unsuspected against POMONA VALLEY and RELEASED PARTIES. PLAINTIFF alone shall assume full responsibility for any damages or losses caused by this waiver. Plaintiff's General Release does not extend to any claims or actions to enforce this AGREEMENT, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or any other claim or right which as a matter of law cannot be waived or released. PLAINTIFF acknowledges that PLAINTIFF may discover facts or law different from, or in addition to, the facts or law that PLAINTIFF now knows or believes to be true but agrees, nonetheless, that PLAINTIFF's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or PLAINTIFF's discovery of them.
- 5.1.2 Release by LWDA and PAGA Group Members: In exchange for the consideration (NET SETTLEMENT AMOUNT) provided for by this AGREEMENT to the LWDA and the PAGA GROUP MEMBERS, upon the Effective Date and full funding of the GROSS SETTLEMENT AMOUNT, the LWDA and the PAGA GROUP MEMBERS on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, hereby release POMONA VALLEY and the RELEASED PARTIES from the PAGA RELEASED CLAIMS during the PAGA PERIOD.
- 5.1.3 Release by PLAINTIFF'S COUNSEL: PLAINTIFF'S COUNSEL release on behalf of their present and former attorneys, employees, agents, successors and assigns the RELEASED PARTIES from all claims for PAGA fees and costs incurred in connection with the ACTION and the PAGA NOTICE.
- 5.2 No Right to Opt Out. The PARTIES agree that there is no statutory right for any PAGA GROUP MEMBER to opt out or otherwise exclude himself or herself from the AGREEMENT.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 Responsibilities of PLAINTIFF'S COUNSEL. PLAINTIFF'S COUNSEL is responsible for expeditiously preparing, finalizing and filing the application or motion for approval of this settlement with the COURT after the full execution of this AGREEMENT and, if necessary, obtaining a prompt hearing date for the motion and appearing in COURT to advocate in favor of the motion. PLAINTIFF'S COUNSEL is responsible for delivering the COURT's Approval of this settlement to the ADMINISTRATOR and DEFENSE COUNSEL.
- 6.2 Duty to Cooperate. If the PARTIES disagree on any aspect of the proposed application or motion for approval of this AGREEMENT and/or the supporting declarations and documents, PLAINTIFF'S 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 motion for approval of this AGREEMENT or conditions its approval on any material change to this AGREEMENT, PLAINTIFF'S COUNSEL and DEFENSE COUNSEL will expeditiously work together on behalf of the PARTIES by meeting in person or by telephone, and in good faith, to modify the AGREEMENT and otherwise satisfy the COURT's concerns.
- 6.3 Submission of Settlement to LWDA. Within five (5) business days after the execution of the AGREEMENT and its submission to the COURT for approval by Motion, PLAINTIFF'S COUNSEL shall submit the AGREEMENT to the LWDA through its on-line procedures, and shall provide DEFENSE COUNSEL with a copy of the LWDA's acknowledgment of receipt of the AGREEMENT.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The PARTIES have jointly selected APEX Class Action, LLC to serve as the ADMINISTRATOR and verified that, as a condition of appointment, APEX Class Actions, 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 respective counsel represent that they have no interest or relationship, financial or otherwise, with the ADMINISTRATOR other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 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.
- 7.3 Administrator Duties. In addition to all the other ADMINISTRATOR duties identified in this AGREEMENT, the ADMINISTRATOR has the following duties and responsibilities under this AGREEMENT: (a) preparing, printing, and mailing the Notice of Individual Shares to the PAGA GROUP MEMBERS in a form

substantially similar to **Exhibit A** appended hereto and/or as modified and approved by the COURT; (b) calculating the pro-rata share for each PAGA GROUP MEMBER based upon the pay periods worked in California by the PAGA GROUP MEMBER within the PAGA PERIOD; (c) performing skip traces and/or using other more up to date technology to find current address information; (d) remailing Notice of Individual Shares to the PAGA GROUP MEMBERS following a skip trace; (e) calculating and mailing each PAGA GROUP MEMBERS' INDIVIDUAL PAGA PAYMENT; (f) mailing the LWDA's portion of the NET SETTLEMENT AMOUNT; (g) distributing the PLAINTIFF'S COUNSEL FEES PAYMENT and the PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT to PLAINTIFF'S COUNSEL; (h) distributing the PLAINTIFF ENHANCEMENT PAYMENT to PLAINTIFF; (i) providing the applicable IRS 1099 forms; (j) providing a due diligence declaration for submission to the COURT upon completion of the Settlement Payment distribution; (k) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unclaimed Property Fund in the name of the PAGA GROUP MEMBER; (l) providing DEFENSE COUNSEL a copy of each Notice sent to each PAGA GROUP MEMBER identifying their individual PAGA settlement share; (m) providing POMONA VALLEY and/or its counsel at their request, copies of any and all documents confirming the ADMINISTRATOR performed all duties and responsibilities as provided for in this AGREEMENT; (n) ensuring that the PAGA GROUP MEMBERS' data is properly secured to avoid a data breach or privacy violation; (o) abiding by its fiduciary duties under this AGREEMENT; (p) responding to inquiries from PAGA GROUP MEMBERS; (q) providing information to counsel as necessary and/or (r) performing other tasks as the PARTIES mutually agree. The ADMINISTRATOR must conduct an AGGRIEVED EMPLOYEE Address Search for all AGGRIEVED EMPLOYEES whose checks are returned undelivered without USPS forwarding address. Within seven (7) business 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 remailed 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. 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Aggrieved Employee Size. Based on its records, POMONA VALLEY estimates that, as of September 6, 2024, there are 111 allegedly AGGRIEVED EMPLOYEES

who worked approximately 4,034 Pay Periods during the PAGA PERIOD. Within the PAGA PERIOD, DEFENDANT paid its non-exempt employees twice a month.

- 8.2 Escalator Clause. This Settlement is based upon no more than 4,034 pay periods by PAGA GROUP MEMBERS through September 6, 2024. Should the number of such pay periods as of the end of the PAGA PERIOD exceed 4,034 pay periods by 10% or more, DEFENDANT shall increase the GROSS SETTLEMENT AMOUNT to account for the pay periods exceeding 4,437, or alternatively, at DEFENDANT's sole election, exclude from the PAGA PERIOD any pay period after reaching 4,437 pay periods.

9. CONTINUING JURISDICTION OF THE COURT:

- 9.1 Continuing Jurisdiction. The PARTIES agree that, after entry of Judgment, the COURT will retain jurisdiction over the PARTIES, ACTION and this 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.
- 9.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this AGREEMENT, specifically including PLAINTIFF'S ENHANCEMENT PAYMENT, PLAINTIFF'S COUNSEL FEES PAYMENT and PLAINTIFF'S 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.

10. ADDITIONAL PROVISIONS.

- 10.1 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 POMONA VALLEY that any of the allegations in the ACTION or PAGA NOTICE have merit or that POMONA VALLEY has any liability for any claims asserted; nor should it be intended or construed as an admission by PLAINTIFF that POMONA VALLEY'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, POMONA VALLEY reserves all available defenses to the claims in the ACTION, and PLAINTIFF reserves the right to contest POMONA VALLEY'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 this AGREEMENT).

- 10.2 Integrated Agreement. Upon execution by all PARTIES and their counsel, this AGREEMENT together with its attached exhibit shall constitute the entire agreement between the PARTIES relating to the settlement of the ACTION, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Agreement Conditioned on Court Approval. This AGREEMENT is subject to and conditioned upon obtaining COURT approval under Labor Code Section 2699. The PARTIES expressly acknowledge that the COURT's approval of this AGREEMENT is a condition precedent to any payments described in this AGREEMENT.
- 10.4 Attorney Authorization. PLAINTIFF'S COUNSEL and DEFENSE COUNSEL separately warrant and represent that they are authorized by PLAINTIFF and POMONA VALLEY, respectively, to take all appropriate action required or permitted to be taken by such PARTIES pursuant to this AGREEMENT to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this AGREEMENT including any amendments to this AGREEMENT.
- 10.5 Cooperation. The PARTIES and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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.
- 10.6 No Prior Assignments. The PARTIES separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.7 No Tax Advice. Neither PLAINTIFF, PLAINTIFF'S COUNSEL, POMONA VALLEY 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.

- 10.8 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.
- 10.9 Agreement Binding on Successors. This AGREEMENT will be binding upon, and inure to the benefit of, the successors of each of the PARTIES.
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 No Public Comment. PLAINTIFF and PLAINTIFF'S COUNSEL will not make any public disclosure of the settlement or this AGREEMENT, except through the public filing for COURT approval of this AGREEMENT, until after the COURT enters an order approving the settlement and judgment. The PARTIES will use their best efforts to reach agreement on all COURT filings. PLAINTIFF'S COUNSEL will take all steps necessary to ensure the PLAINTIFF is aware of, and will ensure that she adheres to the restrictions against public comment on the settlement.
- 10.14 Use and Return of Aggrieved Employee Data. Information provided to PLAINTIFF'S COUNSEL pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PLAINTIFF'S COUNSEL by POMONA VALLEY 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 California Rules of Court rule. Not later than 90 days after the ADMINISTRATOR discharges its obligation to pay out all of the settlement funds, PLAINTIFF'S COUNSEL shall destroy all paper and electronic versions of AGGRIEVED EMPLOYEE DATA received from POMONA VALLEY unless, prior to the ADMINISTRATOR's payment of all settlement funds, POMONA VALLEY makes a written request to PLAINTIFF'S COUNSEL for the return, rather than the destruction, of AGGRIEVED EMPLOYEE DATA.
- 10.15 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.

- 10.16 Business Days. Unless otherwise noted, all reference to “days” in this AGREEMENT shall be to business days, defined as Monday through Friday. 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.
- 10.17 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:

Nicole Barvié
BARVIÉ LAW, APC
550 West B Street
4th Floor
San Diego, CA 92101-3598
(858) 255-0928

To POMONA VALLEY:

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

- 10.18 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.
- 10.19 Voiding the Settlement. A failure of the COURT to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to PLAINTIFF and POMONA VALLEY, at the option of PLAINTIFF or POMONA VALLEY. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the COURT within fifteen (15) COURT days after the Order granting approval of the settlement has been received by the party seeking to void the settlement.

- 10.20 Amendments. The terms and provisions of this AGREEMENT may be amended only by a written agreement that is signed by: (a) PLAINTIFF, (b) PLAINTIFF'S COUNSEL, (c) POMONA VALLEY and (d) DEFENSE COUNSEL who executed this AGREEMENT and (e) approved by the COURT. Any waiver of any provision of this AGREEMENT shall not constitute a waiver of any other provision of this AGREEMENT unless expressly so indicated otherwise.
- 10.21 Agreement Binding on Successors. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and the RELEASED PARTIES hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.
- 10.22 Integration Clause. This AGREEMENT regarding settlement of PLAINTIFF's ACTION contains the entire agreement between the PARTIES relating to the settlement and transaction contemplated hereby, and prior or contemporaneous written agreements are merged herein. No rights hereunder may be waived except in writing.
- 10.23 California Law. All terms of this AGREEMENT will be governed by and interpreted according to the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary or supplement the terms of this AGREEMENT.
- 10.24 Invalidity of Any Provision; Severance. If any provision, term, section, or paragraph of this AGREEMENT shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all PARTIES. If any provision, term, section or paragraph of this AGREEMENT is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, terms, section or paragraph is enforceable to the extent possible while maintaining the objective intent of the AGREEMENT.
- 10.25 Breach. In the event of a breach of any provision of this AGREEMENT, any Party reserves the right to institute an action specifically to enforce any term of this AGREEMENT or seek damages for breach. In an action to enforce any term of this AGREEMENT or to seek damages for breach of this AGREEMENT, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.
- 10.26 Stay of Litigation. The PARTIES agree that upon the execution of this AGREEMENT the litigation of the ACTION shall be stayed, except to effectuate the terms of this AGREEMENT. Further, that pursuant to Code of Civil Procedure section 583.330, upon signing of this AGREEMENT, the date to bring this case to trial under Code of Civil Procedure section 583.310 is extended for the entire period of this settlement process.

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

Dated: October 24, 2024



Alma Castro, Plaintiff

POMONA VALLEY COURT INC.

Dated: October ___, 2024

By: _____

Name: _____
Title: Authorized Representative of Pomona Valley
Mining Co.

Dated: October ___, 2024

BARVIÉ LAW, APC

By: _____
Nicole Barvié
*Attorneys for Plaintiff, LWDA and
Aggrieved Employees*

Dated: October ___, 2024

FISHER & PHILLIPS LLP

By: _____
Lizbeth Ochoa
Attorneys for DEFENDANT

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Document ID	a165dd6a81c62e09047deb16f0a3403580f3f1ed
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IP: 172.56.233.228



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