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on behalf of himself and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

JOSHUA J. LOPEZ., an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

VEOLIA NORTH AMERICA, LLC, a
Delaware limited liability company;
VEOLIA WATER NORTH AMERICA
OPERATING SERVICES, LLC, a
Delaware limited liability company;
VEOLIA WATER NORTH AMERICA-
WEST, LLC, a Delaware limited liability
company; VEOLIA WATER CONTRACT
SERVICES, LLC, a Delaware limited
liability company; VEOLIA WATER
NORTH AMERICA OPERATING
SERVICES, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Case No. C24-00068

CLASS ACTION

Assigned for all purposes to:

Hon. Charles S. Treat

Dept.: 12

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Class Complaint filed: January 9, 2024

First Amended Complaint: March 14, 2024

Second Am. Complaint: July 16, 2025

Trial Date: Not set

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Defendants.

This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and between plaintiff Joshua J. Lopez (“Plaintiff”) and Veolia North America, LLC, Veolia Water West Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract Services USA, LLC, and Veolia Water North America Operating Services, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “the Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Joshua J. Lopez v. Veolia North America, LLC, et al.*, filed on January 9, 2024; First Amended Complaint adding PAGA Cause of Action filed on March 14, 2024; and Second Amended Complaint filed on July 16, 2025, adding additional Defendants, in Contra Costa County Superior Court, Case No. C24-00068

2. “Administrator” means Apex Class Action administrators (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. “Administration Costs” 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 the parties have received from Apex for \$8,500.00.

4. “Aggrieved Employee” means all non-exempt, hourly employees who worked for Defendants in California at the Settling Locations during the PAGA Period (i.e., the period from January 9, 2023, through April 30, 2025).

5. “Class” means all non-exempt, hourly employees who worked for Defendants in California at the Settling Locations during the Class Period (i.e., the period from January 9, 2020, through April 30, 2025).

6. “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc.

7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$435,000.00.

8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the

Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action, not to exceed \$30,000.00. If Class Counsel Litigation Expenses Payment is less than the amount requested, the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, email address, telephone number, Social Security number, hire dates, and termination dates.

10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the “National Change of Address Database”, skip traces, and direct contact by the Administrator with Class Members.

12. “Class Notice” means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement. The Class Notice is attached hereto as Exhibit 1.

13. “Class Period” means the period from January 9, 2020, through April 30, 2025.

14. “Class Representative” means the named Plaintiff in the Action, Joshua J. Lopez, seeking Court approval to serve as a Class Representative.

15. “Class Representative Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and Defendants agreed not to object to a requested Enhancement Award of up to \$10,000.00 subject to Court approval.

16. “Court” means the Superior Court of California, County of Contra Costa.

17. “Defendants” means named Defendants Veolia North America, LLC, Veolia Water West Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract

Services USA, LLC, and Veolia Water North America Operating Services, LLC

18. “Defense Counsel” means Kenneth P. Nabity of Delfino Madden O’Malley Coyle & Koewler LLP.

19. “Effective Date” means the date by which all of the following have occurred: (a) the Court enters Judgment upon Final Approval and the Judgment is final. The judgment is final when the Court’s final Judgment is entered along with the Court’s Order granting final approval to the Settlement. If there is an objector, the Effective Date will also be the date after any appeal period has passed, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remitter. The Effective Date of Release for the Class and PAGA Releases will be when the Gross Settlement Amount has been fully funded in the Qualified Settlement Fund.

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

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

22. “Gross Settlement Amount” means \$1,305,000.00 (One Million Three Hundred Five Thousand Dollars with Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph H below.

23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

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

28. “Net Settlement Amount” means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: PAGA Penalties, Class Representative
2 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
3 and the Administration Costs. The remainder is to be paid to Participating Class Members as
4 Individual Class Payments.

5 29. “Non-Participating Class Member” means any Class Member who opts out of the
6 Settlement by sending the Administrator a valid and timely Request for Exclusion.

7 30. “Operative Complaint” means the operative “Second Amended Complaint” filed in the
8 Action on July 16, 2025.

9 31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee
10 worked for Defendants for at least a portion of one day during the PAGA Period.

11 32. “PAGA Period” means the period from January 9, 2023, through April 30, 2025.

12 33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

13 34. “PAGA Notice” means Plaintiff’s January 9, 2024, letter to LWDA (LWDA Case No.
14 LWDA-CM-1004014-24) and the Defendant providing notice pursuant to Labor Code section
15 2699.3, subd.(a).

16 35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
17 Gross Settlement Amount (\$75,000.00), allocated 25% to the Aggrieved Employees (\$18,750.00)
18 and 75% to LWDA (\$56,250.00) in settlement of PAGA claims.

19 36. “Participating Class Member” means a Class Member who does not submit a valid and
20 timely Request for Exclusion from the Class portion of the Settlement.

21 37. “Plaintiff” means Joshua J. Lopez, the named plaintiff in the Action.

22 38. “Preliminary Approval” means the Court’s order granting preliminary approval of the
23 Settlement.

24 39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved
25 Employees effectively release all claims against the Released Parties. For the Participating Class
26 Members and Aggrieved Employees, the Release Effective Date occurs on the date after the Court
27 enters Judgment, or if there is an objector, the date after any appeal period has passed, or if a timely
28 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues

a remitter and the Defendant fully funds the Gross Settlement Amount.

40. “Released Class Claims” means the class claims being released on the Release Effective Date and as described in Paragraph 66 below.

41. “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as described in Paragraph 67 below.

42. “Released Parties” means: Defendants and all of Defendants’ former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

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

44. “Response Deadline” means sixty (60) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

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

46. “Settling Locations” means the seventeen (17) municipal water sites located in Arvin, CA, Burlingame, CA, Ontario, CA (2), Discovery Bay, CA, East Palo Alto, CA, Fillmore, CA, Hollister, CA, Lathrop, CA, Palm Springs, CA, Richmond, CA, Rio Vista, CA, Santa Paula, CA, Banning, CA, Burbank, CA, Jurupa Valley, CA, and El Segundo, CA.

47. “Workweek” means any week during which a Class Member worked for Defendant for at least a portion of one day, during the Class Period.

B. RECITALS.

47. On January 9, 2024, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code

§226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Pay for On-call Time Under Labor Code §§ 204, 510, 1194; (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; and (12) Violation of Business & Professions Code §17200 *et seq.* On January 9, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1004014-24). On March 14, 2024, after the 65-day statutory period passed, Plaintiff filed his First Amended Complaint, which added claims for penalties under PAGA, Labor Code § 2698. On July 16, 2025, Plaintiff filed his Second Amended Complaint (the “Operative Complaint”), which added additional Defendants.

48. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

49. On February 19, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Lonnie Giamela and were able to reach an agreement on general settlement terms.

50. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Plaintiff’s counsel provided Defendant’s counsel with a comprehensive listing of informal discovery items required to constructively mediate. Defendant provided a Class List document and an agreed upon 25% sampling of timekeeping and payroll documents. Prior to mediation, Plaintiff therefore obtained and analyzed the production of payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

51. The Court has not granted class certification, and the Parties are stipulating to conditional class certification for Settlement purposes only.

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

C. MONETARY TERMS.

53. Gross Settlement Amount. Except as otherwise provided by Paragraph H below, Defendants will pay \$1,305,000.00 (One Million Three Hundred and Five Thousand Dollars with Zero Cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which Defendant will pay separately.

54. Schedule for Payment of the Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date. This is a non-reversionary Settlement in which Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants. Defendants are separately and solely responsible for any employer payroll taxes owed as a result of this Settlement Agreement.

55. Cure Period, Interest Clause: If Defendants fail to make any payment of the Gross Settlement Amount by the deadlines set forth in Paragraph 54 and pursuant to the Administrator's payment timeline, and such failure continues for more than thirty (30) days after written notice from the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage under California law. Any such interest accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court directs. Defendants shall have no power over transferred funds, or to alter the schedule set forth in Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue during the time that any Paragraph 54 issue is submitted to and is before the Court.

56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of

1 this Agreement, the Administrator will make and deduct the following payments from the Gross
2 Settlement Amount in the amounts specified by the Court in the Final Approval:

3 56.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
4 Representative, Joshua J. Lopez, of not more than \$10,000.00 (Ten Thousand Dollars) in addition
5 to any Individual Class Payment and any Individual PAGA Payment the Class Representative is
6 entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request
7 for a Class Representative Enhancement Award that does not exceed this amount. As part of the
8 motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
9 Plaintiff will seek Court approval for any Class Representative Enhancement Award. If the Court
10 approves a Class Representative Enhancement Award less than the amount requested, the
11 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
12 Participating Class Members. The Administrator will pay the Class Representative Enhancement
13 Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
14 owed on the Class Representative Enhancement Award.

15 56.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
16 Gross Settlement Amount, that is up to \$435,000.00, and a Class Counsel Litigation Expenses
17 Payment for actual reasonable costs incurred, not to exceed \$30,000.00. Defendants will not oppose
18 requests for these payments. Plaintiff and/or Class Counsel will file a motion requesting Class
19 Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 (sixteen)
20 court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
21 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
22 than the amounts requested, the Administrator will allocate the remainder to the Net Settlement
23 Amount for distribution to Participating Class Members. Released Parties shall have no liability to
24 Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel
25 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
26 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more
27 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
28 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants

harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

56.3 To the Administrator: An Administration Costs payment not to exceed \$8,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than \$8,500.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

56.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

56.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

56.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$75,000.00 (Seventy-Five Thousand Dollars) will be paid from the Gross Settlement Amount, with 75% (\$56,250.00) allocated to the LWDA PAGA Payment and 25% (\$18,750.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$18,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period,

and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

56.5(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data gathered through mediation, it is estimated there were 330 Class Members who collectively worked a total of 29,000 Workweeks from January 9, 2020, through April 30, 2025, and 251 Aggrieved Employees who worked a total of 9,100 PAGA Pay Periods from January 9, 2023, through April 30, 2025.

58. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

59. Payments from the Gross Settlement Amount. The monies to be distributed to Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement Amount by the Settlement Administrator from Defendants.

60. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

61. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

62. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

63. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. On the Release Effective Date, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

64. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims under the Fair Employment and Housing Act, California Family Rights Act, wrongful termination in violation of public policy, or related claims. Plaintiff's Release also 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 based on occurrences outside the Class Period. 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 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

65. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

66. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint ("Released Class Claims"). The Released Class Claims apply to claims arising during the Class Period.

67. Release by Aggrieved Employees: All Aggrieved Employees, including Non-

Participating Class Members who are Aggrieved Employees, 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 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

68. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall be bound by the release of the Released Class Claims and all eligible Aggrieved Employees shall be bound by the release of the Released PAGA Claims released through this Settlement.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

69. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval. Defendant may file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

70. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to

1 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
2 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
3 (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2));
4 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
5 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
6 of any other pending matter or action asserting claims that will be extinguished or adversely affected
7 by the Settlement.

8 71. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
9 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
10 obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for
11 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise
12 ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

13 72. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
14 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
15 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
16 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
17 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
18 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
19 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
20 Court's concerns.

21 **G. SETTLEMENT ADMINISTRATION.**

22 73. Selection of Administrator. The Parties have jointly selected Apex to serve as the
23 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound
24 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
25 for payment of Administration Costs. The Parties and their Counsel represent that they have no
26 interest or relationship, financial or otherwise, with the Administrator other than a professional
27 relationship arising out of prior experiences administering settlements.

28 74. Employer Identification Number. The Administrator shall have and use its own

1 employer identification number for purposes of calculating payroll tax withholdings and providing
2 reports to state and federal tax authorities.

3 75. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
4 meets the requirements of a “Qualified Settlement Fund” (“QSF”) under US Treasury Regulation
5 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
6 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
7 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
8 will be fully funded in one payment as addressed above.

9 76. Notice to Class Members.

10 76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
11 shall notify Class Counsel that the list has been received and state the number of Class Members,
12 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

13 76.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
14 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
15 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
16 Spanish translation if the parties deem necessary substantially in the form attached to this Agreement
17 as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of
18 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
19 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
20 Class Notice, the Administrator shall update Class Member addresses using the National Change of
21 Address Database.

22 76.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
23 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
24 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
25 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
26 the most current address obtained. The Administrator has no obligation to make further attempts to
27 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
28 time.

1 76.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or
2 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
3 days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
5 the re-mailed Class Notice.

6 76.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
9 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
10 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
11 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
12 exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice,
13 or the deadline dates in the Class Notice, whichever are later.

14 77. Requests for Exclusion (Opt-Outs).

15 77.1 Class Members who wish to exclude themselves from (opt-out of) the Class portion of
16 the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
17 Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an
18 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for
19 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
20 the Class Member's election to be excluded from the Class portion of the Settlement and includes
21 the Class Member's name, address and email address or telephone number. To be valid, a Request
22 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

23 77.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to
24 contain all the information specified in the Class Notice. The Administrator shall accept any Request
25 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
26 Class Member and the Class Member's desire to be excluded. The Administrator's determination
27 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has
28 reason to question the authenticity of a Request for Exclusion, the Administrator may demand

1 additional proof of the Class Member's identity. The Administrator's determination of authenticity
2 shall be final and not appealable or otherwise susceptible to challenge.

3 77.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
4 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
5 by all terms and conditions of the Settlement, including the Participating Class Members' releases
6 under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class
7 Member actually receives the Class Notice or objects to the Settlement.

8 77.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
9 Participating Class Member and shall not receive an Individual Class Payment or have the right to
10 object to the class action components of the Settlement. Because future PAGA claims are subject to
11 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
12 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this
13 Agreement and are eligible for an Individual PAGA Payment.

14 78. Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty)
15 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
16 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA
17 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
18 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
19 must encourage the challenging Class Member to submit supporting documentation. In the absence
20 of any contrary documentation, the Administrator is entitled to presume that the Workweeks and
21 PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the
22 Class Data. The Administrator shall promptly provide copies of all challenges to the calculation of
23 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
24 Administrator's determination of the challenges. Although the Administrator shall make the initial
25 decision regarding a Workweek challenge, the Court may review any decision made by the
26 Administrator regarding a Workweek challenge.

27 79. Objections to Settlement.

28 79.1 Only Participating Class Members may object to the class action components of the

1 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
2 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
3 and/or Class Representative Enhancement Award.

4 79.2 Participating Class Members may send written objections to the Administrator, by fax,
5 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
6 attorney to appear in Court at their own expense) to present verbal objections at the Final Approval
7 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
8 must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus
9 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

10 79.3 Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

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

14 80.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
15 maintain and use an internet website to post information of interest to Class Members including the
16 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
17 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
18 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
19 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
20 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
21 and emails.

22 80.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
23 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
24 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
25 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
26 other identifying information of Class Members who have timely submitted valid Requests for
27 Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members
28 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion

submitted (whether valid or invalid).

80.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

80.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make the initial decision consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Parties shall file with the court all Class Member disputes, including the evidence submitted, and the resolution of the disputes. Although the Administrator shall make the initial decision regarding a Workweek and/or PAGA Pay Period Challenge, the court may review any decision made by the Administrator regarding a Workweek and/or PAGA Pay Period Challenge.

80.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

80.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 (fifteen) days before any

1 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
2 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
3 required under this Agreement. Class Counsel is responsible for filing the Administrator's
4 declaration in Court.

5 **H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on data gathered
6 through the February 19, 2025, mediation, it is estimated that there are 330 Class Members who
7 collectively worked a total of 29,000 Workweeks from January 9, 2020, through April 30, 2025. If
8 it is determined that the total number of Workweeks is greater than 32,190 as of Preliminary
9 Approval (i.e. a 11% increase or more than 29,000 workweeks), the Gross Settlement Amount will
10 be increased by the same number of percentage points above 11% by which the actual number of
11 Workweeks exceeds 32,190. Alternatively, Defendant may elect to shorten the Class Period to stay
12 within the ten percent cushion, i.e., 32,190 Workweeks. If this provision is triggered so as to increase
13 the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount
14 allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees
15 remains one third of the Gross Settlement Amount after the upward adjustment required by this
16 provision is implemented.

17 **I. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
18 Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class
19 Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties
20 agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect
21 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
22 provided, however, Defendant will remain responsible for paying all Administration Costs incurred
23 to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later
24 than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late
25 elections will have no effect.

26 **J. MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before
27 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file
28 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the

PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

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

82. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

83. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, 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.

84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

85. 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 Class Members), 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 to obtain Final Approval and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

L. ADDITIONAL PROVISIONS.

86. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has 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 class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

87. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and

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

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

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

25 90. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
27 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
28 terms, and to execute any other documents reasonably required to effectuate the terms of this

1 Agreement including any amendments to this Agreement.

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

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

13 93. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
14 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
15 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
16 10, as amended) or otherwise.

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

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

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

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

28 98. 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.

99. 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.

100. 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.

101. 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:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendant:

DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP
Kenneth P. Nabity (SBN 287927)
knabity@delfinomadden.com
500 Capitol Mall, Suite 1550
Sacramento, CA 95814
Telephone: (916) 661-5704

102. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

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

5 104. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
6 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
7 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
8 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
9 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
10 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
11 declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and
12 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of
13 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
14 rather than the destructions, of Class Data.

15 105. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
16 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
17 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
18 and enforceable.

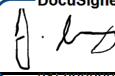
19 106. Severability. In the event that one or more of the provisions contained in this
20 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
21 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
22 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
23 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
24 had never been included in this Agreement.

25 **IT IS SO AGREED.**
26
27
28

By the Parties:

DATED: 8/29/2025

PLAINTIFF JOSHUA J. LOPEZ.

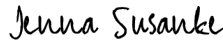
DocuSigned by:


Joshua J. Lopez

DATED: 9/12/2025

VEOLIA NORTH AMERICA, LLC.

Signed by:



By: Jenna Susanke

Its: EVP, Human Resources and Chief People Officer

DATED: 9/8/2025

VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

DATED: 9/8/2025

VEOLIA WATER WEST OPERATING SERVICES, INC.

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

DATED: 9/8/2025

VEOLIA WATER NORTH AMERICA-WEST, LLC

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

DATED: 9/8/2025

VEOLIA WATER CONTRACT SERVICES USA, LLC

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

1 Approved by counsel:

2
3 DATED: 9/2/2025

D.LAW, INC.

4
5 By: 

David Yeremian

Alvin Lindsay

Enoch J. Kim

Marta Manus

Counsel for Plaintiff Joshua J. Lopez

6
7
8
9 DATED: 9/12/2025

**DELFINO MADDEN O'MALLEY COYLE &
KOEHLER LLP**

10
11 By: 

Kenneth P. Nabity

Attorneys for Defendants Veolia North America,
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Water Contract Services USA, LLC, and Veolia
Water North America Operating Services, LLC