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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FRANKLIN GARZA individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CHARLES RIVER LABORATORIES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 37-2024-00018878-CU-OE-CTL

Honorable Blaine Bowman
Department C-74

CLASS ACTION

**DECLARATION OF ALBORZ
JAVAHERI IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Reservation ID: 102900
Date: December 18, 2026
Time: 8:30 a.m.
Department: C-74

Complaint Filed: April 22, 2024
Trial Date: None Set

DECLARATION OF ALBORZ JAVAHERI

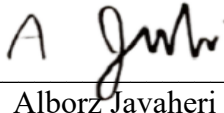
I, Alborz Javaheri, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Franklin Garza ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On July 14, 2026, Plaintiff, and Defendants Charles River Laboratories, Inc. and Charles River Laboratories Cell Solutions, Inc. (together, "Defendants") (collectively, the "Parties") fully-executed the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"), memorializing the formal terms of the resolution of the above-captioned action, subject to Court approval. A true and correct copy of the fully-executed Settlement Agreement is attached hereto as "**EXHIBIT 1.**"

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 15th day of July 2026, at Glendale, California.



Alborz Javaheri

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Franklin Garza (“Plaintiff”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Members pursuant to the Private Attorneys General Act, and Charles River Laboratories, Inc. and Charles River Laboratories Cell Solutions, Inc. (together, “Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties” and individually they are referred to as “Party”).

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California with respect to PAGA Members (as defined herein) and on Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On February 14, 2024, Plaintiff provided notice by electronic upload to the California Labor and Workforce Development Agency (“LWDA”) and written notice by certified mail to Defendant Charles River Laboratories, Inc. of his intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for Defendant Charles River Laboratories, Inc.’s alleged violations of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Order 4-2001 (“Original PAGA Notice”). A true and correct copy of the Original PAGA Notice is attached hereto as “**EXHIBIT A.**”

2. On April 22, 2024, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Franklin Garza v. Charles River Laboratories, Inc.* in the Superior Court of California for the County of San Diego, Case No. 37-2024-00018878-CU-OE-CTL (“Class Action”) against Defendant Charles River Laboratories, Inc. for alleged violations of the California Labor Code.

3. On April 22, 2024, Plaintiff filed a Complaint for Enforcement under the Private Attorneys General Action, California Labor Code § 2698, *Et Seq.*, thereby commencing a PAGA representative

1 action entitled *Franklin Garza v. Charles River Laboratories, Inc.* in the Superior Court of California for
2 the County of San Diego, Case No. 37-2024-00018874-CU-OE-CTL (“PAGA Action”) (together with
3 Class Action, “Actions”) against Defendant Charles River Laboratories, Inc. for alleged violations of the
4 California Labor Code.

5 4. Defendants deny all material allegations set forth in the complaints in the Actions and
6 have asserted numerous affirmative defenses in the cases. Notwithstanding, in the interest of avoiding
7 further litigation, Defendants desire to fully and finally settle the Actions, the Released Class Claims,
8 and the Released PAGA Claims.

9 5. Class Counsel diligently investigated the claims against Defendants, including any and
10 all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of
11 information, data, and documents, and review of Defendants’ employment and operations policies,
12 practices, and procedures.

13 6. On October 29, 2025, the Parties participated in mediation with Hon. Raul A. Ramirez
14 (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions. The settlement
15 discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed
16 analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with
17 continued litigation. Based on the documents produced, as well as Class Counsel’s own independent
18 investigation and evaluation, Class Counsel believe that the settlement with Defendants for the
19 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate
20 and is in the best interest of the Class Members, the State of California, and PAGA Members in light of
21 all known facts and circumstances, including the risk of significant delay and uncertainty associated
22 with litigation and various defenses asserted by Defendants.

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

27 **DEFINITIONS**

28 8. The following definitions are applicable to this Settlement Agreement. Definitions

1 contained elsewhere in this Settlement Agreement will also be effective:

2 a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
3 and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the
4 Actions, as set forth in Paragraph 14.

5 b. “Class Counsel” means Arby Aiwarzian, Yasmin Hosseini, Ryan Slinger, and
6 Alborz Javaheri of Lawyers *for* Justice, PC.

7 c. “Class List” means a complete list of all Class Members and PAGA Members that
8 Defendants will diligently and in good faith compile from their records and provide to the Settlement
9 Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and
10 will include each Class Member and PAGA Member’s last-known full name, mailing address, telephone
11 number, Social Security Number, start and end dates as an hourly-paid or non-exempt employee of
12 Defendants in California during the Class Period, and such other information as is necessary for the
13 Settlement Administrator to calculate Workweeks and PAGA Pay Periods (as defined herein).

14 d. “Class Member(s)” or “Class” means all current and former hourly-paid or non-
15 exempt employees who worked for Charles River Laboratories, Inc. and/or Charles River Laboratories
16 Cell Solutions, Inc. in California during the Class Period. Defendants estimate that the number of Class
17 Members is approximately 1,239 individuals, as of October 29, 2025.

18 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
19 form attached as “**Exhibit A.**”

20 f. “Class Period” means the time period from April 22, 2020 through the earlier of
21 (a) the date of Preliminary Approval of the Settlement, (b) July 21, 2026, or, if applicable, (c) the Alternate
22 End Date, pursuant to Paragraph 40.

23 g. “Class Representative” or “Plaintiff” mean Franklin Garza.

24 h. “Class Settlement” means the settlement and resolution of all Released Class
25 Claims.

26 i. “Court” means the Superior Court of California for the County of San Diego.

27 j. “Defendants” collectively refers to Charles River Laboratories, Inc. and Charles
28 River Laboratories Cell Solutions, Inc.

1 k. “Defendants’ Counsel” means Nathan W. Austin and Keelia K. Lee of Jackson
2 Lewis P.C.

3 l. “Effective Date” means the later of (a) the last day on which any appeal might be
4 filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date
5 of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including
6 expiration of any time to seek reconsideration or further review.

7 m. “Employer Taxes” means the employers’ share of taxes and contributions in
8 connection with the wages portion of Individual Settlement Shares.

9 n. “Enhancement Award” means the amount to be paid to Plaintiff in recognition of
10 his efforts and work in prosecuting the Actions, which is in addition to whatever payments he may
11 otherwise be entitled to as a Settlement Class Member and/or PAGA Member.

12 o. “Final Approval” means the determination by the Court that the Settlement is fair,
13 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

14 p. “Final Approval Hearing” means the hearing at which the Court will consider and
15 determine whether the Settlement should be granted Final Approval.

16 q. “Final Approval Order and Judgment” means the order and judgment to be
17 entered by the Court upon granting Final Approval of the Settlement and this Agreement as binding
18 upon the Parties and the Settlement Class Members (i.e., those Class Members who do not properly and
19 timely submit a Request for Exclusion).

20 r. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Member
21 Amount that a PAGA Member may be eligible to receive for the PAGA Settlement, to be calculated in
22 accordance with Paragraph 19.

23 s. “Individual Settlement Payment(s)” means the net payment of each Settlement
24 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
26 Paragraph 18.

27 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
28 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in

1 accordance with Paragraph 18.

2 u. “LWDA Payment” means the amount of One Hundred Sixty-Eight Thousand
3 Seven Hundred Fifty Dollars (\$168,750.00), i.e., 75% of the PAGA Penalty Amount, that the Parties
4 have agreed to pay to the LWDA for the PAGA Settlement, as set forth in Paragraph 17.

5 v. “Maximum Settlement Amount” means the amount of Two Million Two Hundred
6 and Fifty Thousand Dollars (\$2,250,000.00) to be paid by Defendants in full resolution of all Released
7 Class Claims, Released PAGA Claims, and the Actions provided for under the Class Settlement and
8 PAGA Settlement, which includes all Attorneys’ Fees and Costs to be paid to Class Counsel,
9 Enhancement Award to be paid to Plaintiff, PAGA Penalty Amount to be paid to the LWDA and PAGA
10 Members, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement
11 Administration Costs to be paid to the Settlement Administrator. The Maximum Settlement Amount may
12 increase to the extent provided in Paragraph 40. The Maximum Settlement Amount does not include
13 Employer Taxes; Employer Taxes will be paid by Defendants, separately and in addition to the
14 Maximum Settlement Amount.

15 w. “Net Settlement Amount” means the Maximum Settlement Amount less the Court-
16 approved Enhancement Award, Settlement Administration Costs, PAGA Penalty Amount, and Attorneys’
17 Fees and Costs.

18 x. “Objection” means a Class Member’s written objection to the Class Settlement,
19 which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s
20 full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c)
21 contain a written statement of all grounds for the objection accompanied by any legal and factual support
22 for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection
23 is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked
24 on or before the Response Deadline.

25 y. “PAGA Penalty Amount” means the allocation of Two Hundred and Twenty-Five
26 Thousand Dollars (\$225,000.00) from the Maximum Settlement Amount as civil penalties pursuant to
27 PAGA, for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of
28 the PAGA Penalty Amount, or \$168,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and

1 the remaining twenty-five percent (25%), or \$56,250.00, will be distributed to PAGA Members (i.e.,
2 the PAGA Member Amount).

3 z. “PAGA Members” means all current and former hourly-paid or non-exempt
4 employees who worked for Charles River Laboratories, Inc. and/or Charles River Laboratories Cell
5 Solutions, Inc. in California during the PAGA Period.

6 aa. “PAGA Member Amount” means the amount of Fifty-Six Thousand Two
7 Hundred Fifty Dollars (\$56,280.00), i.e., 25% of the PAGA Penalty Amount, to be distributed to PAGA
8 Members on a *pro rata* basis based on their Pay Periods during the PAGA Period.

9 bb. “PAGA Period” means the time period from February 14, 2023 through the earlier
10 of (a) the date of Preliminary Approval of the Settlement, (b) July 21, 2026, or, if applicable, (c) the
11 Alternate End Date pursuant to Paragraph 40.

12 cc. “PAGA Settlement” means the settlement and resolution of Released PAGA
13 Claims.

14 dd. “Parties” means Plaintiff and Defendants, collectively, and “Party” means any of
15 the Plaintiff or Defendants.

16 ee. “Pay Periods” means the number of pay periods each PAGA Member worked for
17 Charles River Laboratories, Inc. and/or Charles River Laboratories Cell Solutions, Inc. as an hourly-paid
18 or non-exempt employee in California during the PAGA Period.

19 ff. “Preliminary Approval” means entry of the Court order granting preliminary
20 approval of the Settlement Agreement.

21 gg. “Released Class Claims” means all claims arising during the Class Period under
22 state, federal, or local law, that were alleged or could have been alleged based on the factual allegations
23 pleaded in the Class Action, under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq, as amended
24 (“FLSA”), California Labor Code, Wage Orders, regulations, and or other provisions of law, for: (1)
25 failure to pay overtime wages under Labor Code Sec. 510, 1198, (2) failure to provide meal periods
26 and/or pay meal period premiums under Labor Code Sec. 226.7, 512, (3) failure to provide rest periods
27 and/or pay rest period premiums under Labor Code Sec. 226.7, (4) failure to pay minimum wages under
28 Labor Code Sec. 1194, et seq., (5) failure to timely pay wages upon termination under Labor Code Sec.

203, (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210, (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226, (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d), (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802, (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200, including but not limited to claims asserted under Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 17200 et seq.

hh. "Released PAGA Claims" means all claims arising during the PAGA Period for civil penalties under PAGA that were alleged or could have been alleged based on the factual allegations in the PAGA Action and PAGA Notice, including but not limited to, the claims asserted under Labor Code sections, 201, 202, 203, 204, 210, 218.5, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., 2800, 2802, 6317, 6410.7, and 6401.9, and IWC Wage Orders including inter alia Wage Order 4-2001.

ii. "Released Parties" means (i) Charles River Laboratories, Inc., (ii) Charles River Laboratories Cell Solutions, Inc., (iii) any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, (iv) each of the foregoing's past, present, and future direct and indirect parents that could be considered to have jointly employed the Class Members or PAGA Members, (v) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing that could be considered to have jointly employed the Class Members or PAGA Members, (vi) the past, present, and future officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, insurers, members, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing which could be jointly liable with any of the foregoing, and (vii) any individual or entity which could be jointly liable with any of the foregoing.

jj. "Request for Exclusion" means a Class Member's written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and

last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

kk. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

ll. “Settlement Administrator” means Phoenix Settlement Administrators or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

mm. “Settlement Administration Costs” means the costs payable from the Maximum Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 16.

nn. “Settlement Class Members” or “Settlement Class” means all Class Members who do not submit a timely and valid Request for Exclusion.

oo. “Workweeks” means the number of weeks each Class Member worked for Charles River Laboratories, Inc. and/or Charles River Laboratories Cell Solutions, Inc. as an hourly-paid or non-exempt employee during the Class Period, calculated by Defendants for each Class Member during the Class Period based on timekeeping data. Defendants’ Workweek calculations will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. Defendants will provide timekeeping data to the Settlement Administrator for resolution of any Workweek disputes by a particular Class Member.

pp. “Workweeks Dispute” means a Class Member and/or PAGA Member’s written

1 letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or
2 Pay Periods credited to them, which must: (a) contain the case name and number of the Class Action;
3 (b) contain the Class Member's and/or PAGA Members full name, signature, address, telephone
4 number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member
5 and/or PAGA Member disputes of the number of Workweeks and/or Pay Periods credited to him or her
6 and what he or she contends is the correct number to be credited to him or her; (d) attach any
7 documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement
8 Administrator at the specified address, postmarked on or before the Response Deadline.

9 **CLASS CERTIFICATION**

10 9. For the purposes of this settlement only, the Parties stipulate to the certification of the
11 Class.

12 10. The Parties agree that certification for the purpose of settlement is not an admission that
13 certification is proper under California Code of Civil Procedure section 382. Should, for whatever
14 reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the
15 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
16 in connection with, the issue of whether or not certification would be appropriate as to any of the claims
17 asserted by Plaintiff against Defendants in a non-settlement context.

18 **TERMS OF AGREEMENT**

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

21 11. Consolidation of the Cases and/or Amendment of the Operative Complaint. To implement
22 the terms of the Settlement, if required by the Court, the Parties will enter a stipulation to formally
23 consolidate the Actions. Alternatively, or in addition, if required, the Parties agree that Plaintiff may seek
24 leave to file, and upon being granted leave, may file a consolidated amended complaint in the Class Action
25 that will consolidate the parties and claims asserted in the Actions and the Amended PAGA Notice. The
26 Parties will execute and submit any stipulation regarding the Actions, or will seek to consolidate the
27 actions and/or obtain leave to file an amended consolidated complaint by way of the motion for
28 preliminary approval, whichever approach facilitates obtaining preliminary approval the soonest.

1 12. Amendment of the PAGA Notice. To implement the terms of the Settlement, Plaintiff
2 agrees to submit an amended letter to the LWDA to incorporate all Released PAGA Claims (“Amended
3 PAGA Notice”).

4 13. Funding and Disbursement of the Maximum Settlement Amount. Within fifteen (15)
5 calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an
6 accounting estimate of the amounts to be paid by Defendants pursuant to the terms of the Settlement
7 and establish a qualified settlement account for administration of the Settlement. Within thirty (30)
8 calendar days after the Effective Date, Defendants will make a one-time deposit of the Maximum
9 Settlement Amount into the settlement account to be established by the Settlement Administrator. Within
10 seven (7) calendar days of the funding of the Maximum Settlement Amount, the Settlement Administrator
11 will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual
12 Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Members;
13 (c) LWDA Payment to the LWDA; (d) Enhancement Award to Plaintiff; (e) Attorneys’ Fees and Costs
14 to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The
15 Settlement Administrator will obtain funds from Defendants that are sufficient for the Employer Taxes
16 that Defendants must fund separately and in addition to the Maximum Settlement Amount. The
17 Settlement Administrator will also undertake filings and remittances in connection with the employee’s
18 share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are
19 necessary for administration of the Settlement.

20 14. Attorneys’ Fees and Costs. Class Counsel will request and Defendants will not oppose
21 attorneys’ fees of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., up to
22 \$787,500.00 if the Maximum Settlement Amount remains \$2,250,000.00) and reimbursement of actual
23 costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, supported
24 by declaration, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), both of which will
25 be paid from the Maximum Settlement Amount subject to Court approval. These amounts will cover
26 any and all work performed and any and all costs incurred by Class Counsel in connection with the
27 litigation and settlement of the Actions, including without limitation all work performed and costs
28 incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining

the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendants and Defendants' Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Enhancement Award. In recognition of his efforts and work in prosecuting the Actions, Defendants agree not to oppose or impede any application or motion for an Enhancement Award to Plaintiff in the amount of up to Ten Thousand Dollars (\$10,000.00). The Enhancement Award, which will be paid from the Maximum Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Award, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Award to Plaintiff, or approve it in an amount that is less than that set forth above, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Award will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

16. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Sixteen Thousand Dollars (\$16,000.00). These costs, which will be paid from the Maximum Settlement Amount subject to Court approval, will include, *inter alia*,

translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Maximum Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

17. PAGA Penalty Amount. Subject to approval by the Court, the Parties agree that the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) from the Maximum Settlement Amount will be allocated toward civil penalties under PAGA (i.e., the PAGA Penalty Amount), of which seventy-five percent (75%), or \$168,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$56,250.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on Pay Periods during the PAGA Period (i.e., the Individual PAGA Payment).

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

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

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

1 Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual
2 Settlement Share.

3 19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
4 and apportioned from the PAGA Member Amount based on the PAGA Members' number of Pay
5 Periods during the PAGA Period as follows: The Settlement Administrator will divide the PAGA
6 Member Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of Pay Periods of all
7 PAGA Members during the PAGA Period to yield the "PAGA Pay Period Value," and multiply each
8 PAGA Member's individual Pay Periods during the PAGA Period by the PAGA Pay Period Value to
9 yield his or her Individual PAGA Payment.

10 20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
11 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
12 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
13 shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Members to additional
14 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
15 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
16 Plaintiff, Settlement Class Members, or PAGA Members to any increased retirement, 401K benefits or
17 matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the
18 Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the
19 sole payments to be made by Defendants to the Settlement Class Members and PAGA Members in
20 connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or
21 compensation plan document that might have been in effect during the Class Period).

22 21. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code
23 section 2699(1)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the
24 same time that it is submitted to the Court for preliminary approval.

25 22. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
26 Approval, Defendants will provide the Class List to the Settlement Administrator.

27 23. Notice by First-Class U.S. Mail.

28 a. Within fourteen (14) calendar days after receiving the Class List from Defendants,

1 the Settlement Administrator will perform a search based on the United States Postal Service's National
2 Change of Address Database or any other similar services available, such as provided by Experian, for
3 information to update and correct for any known or identifiable address changes, and will mail a Class
4 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all
5 Class Members via U.S. mail, using the most current, known mailing addresses identified by the
6 Settlement Administrator.

7 b. With respect to Class Notices that are returned as undeliverable on or before the
8 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
9 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

10 c. Dispute Regarding Workweeks and/or Pay Periods. The Class Notice will include
11 the procedure by which a Class Member and/or PAGA Member may dispute the number of Workweeks
12 and/or Pay Periods allocated to him or her by submitting a timely and valid Workweeks Dispute. The
13 date of the postmark on the return mailing envelope will be the exclusive means to determine whether
14 a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records
15 and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing
16 Class Member and/or PAGA Member, Defendants' records will be presumed correct and determinative
17 of the dispute. The Settlement Administrator will evaluate the information and/or documents submitted
18 by the Class Member and/or PAGA Member and the Settlement Administrator will resolve and
19 determine the number of Workweeks and/or Pay Periods that the disputing Class Member and/or PAGA
20 Member should be credited with under the Settlement. The Settlement Administrator's decision on such
21 disputes will be final and non-appealable.

22 24. Settlement Checks.

23 a. The Settlement Administrator will be responsible for undertaking appropriate
24 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to
25 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA
26 Members in accordance with this Settlement Agreement. When issuing payments, the Settlement
27 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one
28 check if the intended recipient for both payments is one individual.

1 b. The Settlement Administrator shall remit and report the applicable portions of the
2 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
3 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
4 necessary to determine the amount of the payroll tax payment required

5 c. Each Individual Settlement Payment check and Individual PAGA Payment check
6 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original
7 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the
8 cancelation of checks issued to Settlement Class Members and PAGA Members, shall be paid to the
9 California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or
10 PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of
11 Civil Procedure Section 384, subd. (b).

12 d. The Settlement Administrator shall undertake amended and/or supplemental tax
13 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
14 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.
15 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
16 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will
17 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the
18 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
19 PAGA Members with respect to the PAGA Settlement irrespective of whether their Individual PAGA
20 Payment checks are canceled.

21 25. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
22 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
23 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark
24 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
25 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
26 Defendants' Counsel, the number of timely and valid Requests for Exclusion that were submitted, and
27 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in
28 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request

for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Members will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

26. Procedures for Objecting to the Class Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all information required by Section 8(x) of this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

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

1 28. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to the
3 Court and counsel for all Parties.

4 29. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
5 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
6 (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
7 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
8 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
9 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
10 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
11 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
12 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
13 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

14 30. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
15 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class
16 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
17 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
18 payroll taxes, contributions, and withholdings to the appropriate government authorities.

19 31. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
20 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
21 to Class Members or PAGA Members regarding the Settlement to constitute advice regarding taxes or
22 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other
23 communication regarding the Settlement be relied on as such. Plaintiff, Settlement Class Members, and
24 PAGA Members understand and agree that they will be solely responsible for correctly characterizing
25 any compensation received by them under the Settlement on their personal income tax returns and
26 paying any and all taxes due for any and all amounts paid to them under the Settlement.

27 32. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS

1 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
2 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
4 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
6 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
7 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
8 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
9 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
10 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
11 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
12 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
13 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
15 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
16 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
17 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
18 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
19 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
20 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
21 BY THIS SETTLEMENT AGREEMENT.

22 33. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
23 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
25 of action or right herein released and discharged.

26 34. Releases of Claims.

27 a. Released Class Claims. Upon the Effective Date and full funding of the Maximum
28 Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for

1 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released,
2 settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class
3 Claims.

4 35. Released PAGA Claims. Upon the Effective Date and full funding of the Maximum
5 Settlement Amount, Plaintiff, the State of California with respect to PAGA Members, and PAGA
6 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
7 and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and
8 the PAGA Members.

9 36. General Release of Claims by Plaintiff. In addition to the above releases of claims, upon
10 the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff will be deemed to have
11 fully released and discharged the Released Parties of and from all claims arising from their employment
12 with Defendants, separation of employment from Defendants, and any acts that have or could have been
13 asserted in any legal action or proceeding against Defendants, whether known or unknown, arising under
14 any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor
15 Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of
16 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations
17 Code, California Business and Professions Code, California Fair Employment and Housing Act,
18 California Constitution (all as amended), and law of contract and tort, as well as for discrimination,
19 harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation,
20 emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and
21 costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims
22 released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and
23 benefits available under California Civil Code section 1542, which provides:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
25 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
26 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.

27 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
28 known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle

1 fully and release all claims Plaintiff now has against the Released Parties, whether known or unknown,
2 suspected or unsuspected, upon the Effective Date and full funding of the Maximum Settlement Amount.
3 Notwithstanding the above, this general release by Plaintiff shall not extend to claims for workers'
4 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
5 law.

6 37. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

7 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
8 Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to
9 the Court in support of said motion. Defendants agree not to oppose the motion for preliminary approval
10 of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for
11 the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the
12 Parties, seeking the following:

- 13 a. Conditionally certifying the Class for settlement purposes only;
- 14 b. Granting Preliminary Approval of the Settlement;
- 15 c. Preliminarily appointing Plaintiff as representative of the Class;
- 16 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 17 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
18 Notice and directing its mailing to the Class by U.S. Mail;
- 19 f. Approving the manner and method for Class Members to request exclusion from
20 or object to the Class Settlement as contained herein and within the Class Notice; and
- 21 g. Scheduling a Final Approval Hearing at which the Court will determine whether
22 the Settlement should be finally approved as fair, reasonable, and adequate.

23 38. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
24 the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's
25 motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether
26 Final Approval of the Settlement should be granted, along with the amounts properly payable for
27 Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and
28 Costs, Enhancement Award, and Settlement Administration Costs. By way of said motion, Plaintiff will

1 apply for the entry of the mutually-agreed-upon proposed order and judgment (“Final Approval Order
2 and Judgment”), which will provide for, in substantial part, the following:

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

5 b. Certification of the Settlement Class;

6 c. Appointment of Plaintiff as representative of the Settlement Class;

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

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

9 f. Approval of the application for Enhancement Award to Plaintiff;

10 g. Directing Defendants to fund all amounts due under the Settlement Agreement
11 and ordered by the Court; and

12 h. Entering judgment in this Action, while maintaining continuing jurisdiction to
13 implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement
14 Agreement.

15 39. Effects of Termination of the Settlement. In the event that the Settlement Agreement is
16 not approved by the Court, such a development shall have the following effects:

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

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

23 c. Any documents generated to bring the Settlement into effect, will be null and
24 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be
25 treated as void from the beginning.

26 40. Escalator Clause. Defendants represent that, during the period from April 22, 2020
27 through October 29, 2025, there are 100,000 Workweeks worked by the Class Members. Should the
28 Workweeks during the Class Period increase beyond 10% (i.e. 110,000 Workweeks), then the Maximum

Settlement Amount will increase on a pro-rata basis equal to the percentage increase in the number of Workweeks above 10% (e.g., if the number of Workweeks increases by 11%, then the Maximum Settlement Amount will increase by 1%), or Defendants may elect to shorten both the Class Period and PAGA Period to the date the Workweeks reached 110,000 ("Alternate End Date").

41. Opt-Out Clause. If the number of opt-outs by Class Members from the Class Settlement exceeds five percent (5%) of the total number of Class Members, Defendants may terminate the Settlement, however, Defendants shall not be required to terminate the Settlement. Defendants shall notify Class Counsel of any such decision no later than fourteen (14) calendar days following the Response Deadline and agree to pay all Settlement Administration Costs incurred through such date.

42. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

44. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases and engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA Members. However, for the limited purpose of allowing Class Counsel to prove their experience and adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Actions for such purposes. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal

1 law, which provide that a written agreement is to be construed according to its terms and may not be
2 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
3 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This
4 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and
5 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
6 representations, and statements, whether oral or written and whether by a Party or such Party's legal
7 counsel, are merged herein.

8 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
9 Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code
10 of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
11 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

12 47. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
13 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject
14 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
15 will not constitute a waiver of any other provision.

16 48. Authorization to Enter into Settlement Agreement. The Parties warrant that they
17 understand and have full authority to enter into this Settlement Agreement, and further intend that this
18 Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be
19 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
20 mediation confidentiality provisions that otherwise might apply under state or federal law.

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

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

28 51. California Law Governs. All terms of this Settlement Agreement and attached exhibits

hereto will be governed by and interpreted according to the laws of the State of California.

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

53. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

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

56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement

1 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
2 construed as an admission or concession by Defendants of any such violations or failures to comply with
3 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
4 Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in
5 any action or proceeding to establish any liability or admission on the part of Defendants or to establish
6 the existence of any condition constituting a violation of, or a non-compliance with state, federal, local,
7 or other applicable law.

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

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

16 59. Representation by Counsel. The Parties acknowledge that they have been represented by
17 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
18 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in
19 full by the Parties with the assistance of their respective counsel.

20 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
21 this Settlement Agreement herein will be subject to final Court approval.
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23
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28

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

To Plaintiff and Class Counsel:

Arby Aiwazian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

To Defendants:

Nathan W. Austin, Esq.
Keelia K. Lee, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, California 95814

62. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

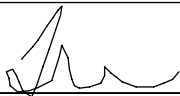
63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of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

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

IT IS SO AGREED.

PLAINTIFF FRANKLIN GARZA

Dated: 07/07/2026, 2026

Electronically Signed: 2026-07-07 23:39:36 UTC - 12 181.153.202

Hinter AssureSign® 01a1f5544-e18a-4f6e-9008-b4800159529f

Franklin Garza, Plaintiff

**DEFENDANT CHARLES RIVER
LABORATORIES, INC.**

Dated: _____, 2026

Full Name:
Title:

**DEFENDANT CHARLES RIVER
LABORATORIES CELL SOLUTIONS, INC.**

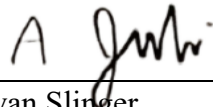
Dated: _____, 2026

Full Name:
Title:

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____ July 7, 2026



Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiff and Proposed Class Counsel

JACKSON LEWIS P.C.

Dated: _____, 2026

Nathan W. Austin, Esq.
Keelia K. Lee
*Attorneys for Defendants Charles River Laboratories, Inc.
and Charles River Laboratories Cell Solutions, Inc.*

**DEFENDANT CHARLES RIVER
LABORATORIES, INC.**

Dated: 14-Jul-2026 | 5:14:29 PM EDT, 2026

Signed by:

Kerry Dailey

764F378A4F414E7...

Full Name: Kerry Dailey

Title: Chief Legal Officer

**DEFENDANT CHARLES RIVER
LABORATORIES CELL SOLUTIONS, INC.**

Dated: 14-Jul-2026 | 1:41:37 PM PDT, 2026

DocuSigned by:

Bonnie Tice

ACF3314F64A4480...

Full Name: Bonnie Tice

Title: Global Head of Legal, Rose BioSolutions

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: _____, 2026

Ryan Slinger

Alborz Javaheri

Attorneys for Plaintiff and Proposed Class Counsel

JACKSON LEWIS P.C.

Dated: _____ July 7, 2026

Nathan W. Austin

Nathan W. Austin, Esq.

Keelia K. Lee

*Attorneys for Defendants Charles River Laboratories, Inc.
and Charles River Laboratories Cell Solutions, Inc.*

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On July 15, 2026, I served the foregoing document(s) described as: **DECLARATION OF ALBORZ JAVAHERI IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on interested parties in this action as follows:

Nathan W. Austin (nathan.austin@jacksonlewis.com)

Keelia K. Lee (keelia.lee@jacksonlewis.com)

JACKSON LEWIS P.C.

400 Capitol Mall, Suite 1600

Sacramento, California 95814

Telephone: (916) 341-0404

Additional Email: Nicole Grandy (Nicole.Grandy@jacksonlewis.com)

Attorneys for Defendant Charles River Laboratories, Inc.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 15, 2026, at Glendale, California.



Deven Launchbaugh