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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT JOHNSON, an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

OWENS CORNING ROOFING AND
ASPHALT, LLC, a Delaware limited liability
company; LORENZO SIORDIA, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV02712

[Assigned for all purposes to Hon.
Samantha P. Jessner in Dept. 7]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: February 1, 2024

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Robert Johnson (“Plaintiff”) and Defendant Owens Corning Roofing and
3 Asphalt, LLC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action(s)” means both the Plaintiff’s class action lawsuit alleging wage and hour
7 violations against Defendant and Lorenzo Siordia, captioned *Robert Johnson v. Owens Corning*
8 *Roofing and Asphalt LLC, Lorenzo Siordia*, Los Angeles Superior Court Case No.
9 24STCV02712, initiated on February 1, 2024 (“Class Action”) and the Plaintiff’s representative
10 lawsuit asserting a claim for penalties under the Private Attorneys General Act (“PAGA”) against
11 Defendant, captioned *Robert Johnson v. Owens Corning Roofing and Asphalt LLC*, Los Angeles
12 Superior Court Case No. 24STCV14596, initiated on June 11, 2024 (“PAGA Action”), both
13 pending in Superior Court of the State of California, County of Los Angeles.

14 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”) the neutral entity the Parties have
15 agreed to appoint to administer the Settlement.

16 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
17 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
18 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
19 Preliminary Approval of the Settlement.

20 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
21 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
22 Period.

23 1.5. “Class” means all persons employed by Defendant in California and classified as a non-
24 exempt, hourly-paid employee who worked for Defendant during the Class Period.

25 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
26 P.C.

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1 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean
2 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and
3 expenses, respectively, incurred to prosecute the Action.

4 1.8. "Class Data" means Class Member identifying information in Defendant's custody,
5 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3)
6 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
7 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

8 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either
9 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
10 Class Member who qualifies as an Aggrieved Employee).

11 1.10. "Class Member Address Search" means the Administrator's investigation and search for
12 current Class Member mailing addresses using all reasonably available sources, methods and
13 means including, but not limited to, the National Change of Address database, skip traces, and
14 direct contact by the Administrator with Class Members.

15 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
16 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
17 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
18 A and incorporated by reference into this Agreement.

19 1.12. "Class Period" means the period from February 1, 2020 through April 18, 2025.

20 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action
21 seeking Court approval to serve as a Class Representative.

22 1.14. "Class Representative Service Payment" means the payment to the Class Representative
23 for initiating the Action and providing services in support of the Action.

24 1.15. "Court" means the Superior Court of California, County of Los Angeles.

25 1.16. "Defendant" means named Defendant Owens Corning Roofing and Asphalt, LLC.

26 1.17. "Defense Counsel" means Michael D. Thomas and Lauren B. Shelby of Jackson Lewis
27 P.C.

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1 1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting
2 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
3 latest of the following occurrences: (a) if no Participating Class Member objects to the
4 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
5 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
7 affirms the Judgment and issues a remittitur.

8 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

9 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
10 of the Settlement.

11 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
12 Approval.

13 1.22. "Gross Settlement Amount" means \$700,000.00 (Seven Hundred Thousand Dollars and
14 Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as
15 provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage
16 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay
17 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
18 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
19 Administrator's Expenses.

20 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
21 Net Settlement Amount calculated according to the number of Workweeks worked during the
22 Class Period.

23 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
24 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
25 Period.

26 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

27 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
28 entitled, under Labor Code section 2699, subd. (i).

1 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code section 2699, subd. (i).

3 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
5 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
6 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
7 paid to Participating Class Members as Individual Class Payments.

8 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Class
9 Action Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.30. "Operative Complaint" means the First Amended Complaint to be filed in the Class
11 Action.

12 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
13 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
14 applicable), and termination dates (as applicable).

15 1.32. "PAGA Period" means the period from February 1, 2023 through the end of the Class
16 Period.

17 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

18 1.34. "PAGA Notice" means Plaintiff's February 1, 2024 letter to Defendant and the LWDA,
19 providing notice pursuant to Labor Code section 2699.3 subd. (a).

20 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
21 Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA
22 in settlement of PAGA claims.

23 1.36. "Participating Class Member" means a Class Member who does not submit a valid and
24 timely Request for Exclusion from the Settlement.

25 1.37. "Plaintiff" means Robert Johnson the named plaintiff in the Action.

26 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
27 Settlement.

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1.39. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.42. "Released Parties" means: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, investors, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, attorneys, and/or legal representatives and Lorenzo Siordia, named individual defendant in the Class Action.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.46. "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On February 1, 2024, Plaintiff filed his wage and hour class action Complaint against Owens Corning Roofing and Asphalt LLC, alleging: (1) failure to pay overtime; (2) failure to pay minimum wage; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)

1 waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure
2 to indemnify; (9) failure to pay interest on deposits; (10) violation of Labor Code section 227.3;
3 and (11) unfair competition.

4 2.2. On the same day, February 1, 2024, Plaintiff provided written notice pursuant to Labor
5 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendant's
6 alleged violation of various provisions of the Labor Code, to the LWDA, as well as by certified
7 mail, with return receipt requested to Defendant (the "PAGA Notice").

8 2.3. On June 11, 2024, after sixty-five (65) days had passed since Plaintiff filed the PAGA
9 Notice, without any action by the LWDA with respect to the alleged Labor Code violations,
10 Plaintiff filed a separate representative action asserting a claim for civil penalties under PAGA
11 against Defendant for the Labor Code violations alleged in the PAGA Notice ("PAGA Action").
12 Collectively, the Class Action and the PAGA Action are referred to as the Action.

13 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

14 2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll
15 records for approximately 33% of Class Members through mediation; (b) employee handbooks
16 and policy documents; (c) class data points; and (d) all documents pertaining to Plaintiff available
17 to Defendant.

18 2.6. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
19 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
20 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

21 2.7. On April 18, 2025, the Parties participated in an all-day mediation presided over by Steve
22 G. Pearl, Esq. The mediation was successful, and the Parties agreed to globally resolve all class
23 and PAGA claims in the Action.

24 2.8. As part of this Agreement, the Parties agree to stipulate to Plaintiff filing a First Amended
25 Complaint in the Class Action adding the claims alleged in the PAGA Action, and thereafter,
26 filing a request for dismissal of the PAGA Action without prejudice to effectively consolidate
27 the PAGA Action within the Class Action (hereinafter, the "Action") for the purposes of
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1 settlement approval. The First Amended Complaint to be filed in the Class Action shall be the
2 operative complaint in the Action ("Operative Complaint").

3 2.9. The Court has not granted class certification.

4 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
5 other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement.

7 3. MONETARY TERMS

8 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
9 Defendant promises to pay \$700,000.00 as the Gross Settlement Amount, unless increased
10 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
11 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
12 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
13 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
14 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
15 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
16 to Defendant.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
18 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
19 in the Final Approval:

20 3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more
21 than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
22 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
23 not oppose Plaintiff's request for a Class Representative Service Payment that does not
24 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
25 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
26 Representative Service Payments prior to the Final Approval Hearing. If the Court
27 approves a Class Representative Service Payment less than the amount requested, the
28 Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
2 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
3 Representative Service Payment.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
5 (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
6 8.1 of this Agreement, is currently estimated to be \$233,333.33 and a Class Counsel
7 Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose
8 requests for these payments provided that do not exceed these amounts. Plaintiff and/or
9 Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
10 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
11 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
12 than the amounts requested, the Administrator will allocate the remainder to the Net
13 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
14 other attorney's fees and/or costs arising from any claim to any portion any Class
15 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
16 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
17 Payment using one or more IRS Form(s) 1099. Class Counsel assume full responsibility
18 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
19 Litigation Expenses Payment and holds Defendant harmless, and indemnifies
20 Defendant, from any dispute or controversy regarding any division or sharing of any of
21 these Payments. There will be no additional charge of any kind to either the Settlement
22 Class Members or request for additional consideration from Defendant for such work
23 unless, Defendant materially breaches this Agreement, including any term regarding
24 funding, and further efforts are necessary from Class Counsel to remedy said breach,
25 including, without limitation, moving the Court to enforce the Agreement. Should the
26 Court approve a Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
27 Payment in amounts that are less than the amounts provided for herein, then the
28 unapproved portion(s) shall become a part of the Net Settlement Amount.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$7,350.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$7,350.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
7 by all Participating Class Members during the Class Period and (b) multiplying the result
8 by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS Form W-2. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS Form 1099. Participating Class Members assume full responsibility and
17 liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to
21 their Individual Class Payments in the Net Settlement Amount for distribution
22 to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00)
25 allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the
26 Individual PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share

of PAGA Penalties (\$17,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 179 Class Members who collectively worked a total of 26,835 Workweeks, and 136 Aggrieved Employees who worked a total of 10,752 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant 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 their duties under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers 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 Defendant 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.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by

1 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

2 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
3 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
4 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
5 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
6 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
7 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
8 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
9 Payments.

10 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
11 Individual PAGA Payments and send them to the Class Members via First Class U.S.
12 Mail, postage prepaid. The face of each check shall prominently state the date (not less
13 than 180 days after the date of mailing) when the check will be voided. The
14 Administrator will cancel all checks not cashed by the void date. The Administrator
15 will send checks for Individual Settlement Payments to all Participating Class Members
16 (including those for whom Class Notice was returned undelivered). The Administrator
17 will send checks for Individual PAGA Payments to all Aggrieved Employees including
18 Non-Participating Class Members who qualify as Aggrieved Employees (including
19 those for whom Class Notice was returned undelivered). The Administrator may send
20 Participating Class Members a single check combining the Individual Class Payment
21 and the Individual PAGA Payment. Before mailing any checks, the Settlement
22 Administrator must update the recipients' mailing addresses using the National Change
23 of Address Database.

24 4.4.2. The Administrator must conduct a Class Member Address Search for all other
25 Class Members whose checks are returned undelivered without USPS forwarding
26 address. Within 7 days of receiving a returned check the Administrator must re-mail
27 checks to the USPS forwarding address provided or to an address ascertained through
28 the Class Member Address Search. The Administrator need not take further steps to

1 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
2 The Administrator shall promptly send a replacement check to any Class Member whose
3 original check was lost or misplaced, requested by the Class Member prior to the void
4 date.

5 4.4.3. For any Class Member or Aggrieved Employee whose Individual Class Payment
6 check or Individual PAGA Payment check is uncashed and cancelled after the void date,
7 the Administrator shall transmit the funds represented by such checks to the California
8 Controller's Office, Unclaimed Property Fund in the name of the Class Member or
9 Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements
10 of California Code of Civil Procedure Section 384, subd. (b).

11 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
12 not obligate Defendant to confer any additional benefits or make any additional
13 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
14 specified in this Agreement.

15 **5. RELEASE OF CLAIMS**

16 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
17 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
18 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
19 Class Members, and Class Counsel will release claims against all Released Parties as follows:

20 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
22 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
23 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
24 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
25 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
26 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
27 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
28 benefits, social security benefits, workers' compensation benefits that arose at any time, or based

1 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
2 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
3 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
4 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
6 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
7 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
8 which reads:

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

13 5.2. Class Released Claims: For the duration of the Class Period, all Participating Class
14 Members, on behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
16 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
17 Operative Complaints including: (1) failure to pay overtime wages; (2) failure to pay minimum
18 wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay all
19 wages due upon termination; (6) failure to timely pay wages; (7) failure to provide accurate
20 itemized wage statements; (8) failure to reimburse business expenses; (9) failure to pay all unused
21 vacation or PTO time at the end of employment (10) failure to pay interest on deposits, (11)
22 unfair business practices under Business and Professions Code section 17200 arising out of Labor
23 Code violations referenced in the Complaint. Class Released Claims include any claims alleged,
24 or that reasonably could have been alleged, or relief sought, based on Labor Code, sections 200,
25 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 226, 226.7, 227.3, 245 *et*
26 *seq.*, 404, 510, 512, 558.1, 1194, 1194.2, 1197, 1197.5, 1199, 2802; Code of Civil Procedure,
27 sections 382, 1021.5, 1032; Civil Code, section 3287; Business and Professions Code, sections
28 17200–17208; and Code of Regulations, Title 8, section 11040.

1 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
2 release any other claims, including claims for vested benefits, wrongful termination, violation of
3 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
4 workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.4. PAGA Released Claims: For the duration of the PAGA Period and to the extent permitted
6 by law, the LWDA, the State of California, and all Aggrieved Employees are deemed to release,
7 on behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
10 the Operative Complaints and the PAGA Notice, or pursuant to Labor Code, sections 96, 98.6,
11 200, 201, 201.3, 202, 203, 204, 205.5, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232,
12 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5,
13 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2698, 2699, 2699.3, 2802, 2810.3,
14 2810.5, 3366, 3457, 8397.4; Business and Professions Code, sections 16600, 16700, and 17200;
15 Government Code, section 12952; and Code of Regulations, Title 8, section 11040.

16 **6. MOTION FOR PRELIMINARY APPROVAL**

17 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
18 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
19 Approvals.

20 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
21 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
22 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
23 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
24 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
25 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
26 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
27 to its willingness to serve; competency; operative procedures for protecting the security of Class
28 Data; amounts of insurance coverage for any data breach, defalcation of funds or other

1 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
2 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
3 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
4 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
5 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
6 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
7 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
8 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
9 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest Plaintiff
10 and/or Class Counsel may have with Class Members and the Administrator.

11 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
12 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
13 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
14 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
15 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
16 Administrator.

17 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
18 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
19 Defense Counsel will expeditiously work together on behalf of the Parties by, in good faith, meeting,
20 conferring, and resolving the disagreement. If the Court does not grant Preliminary Approval or
21 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by, in good faith, meeting,
23 conferring, modifying the Agreement, and otherwise satisfying the Court's concerns.

24 7. SETTLEMENT ADMINISTRATION

25 7.1. Selection of Administrator. The Parties agree ILYM is to serve as the Administrator and
26 verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to
27 perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of
28 Administration Expenses. The Parties and their Counsel represent that they have no interest or

1 relationship, financial or otherwise, with the Administrator other than a professional relationship
2 arising out of prior experiences administering settlements.

3 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
4 Identification Number for purposes of calculating payroll tax withholdings and providing reports
5 state and federal tax authorities.

6 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
7 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
8 468B-1.

9 7.4. Notice to Class Members

10 7.4.1. No later than three (3) business days after receipt of the Class Data, the
11 Administrator shall notify Class Counsel that the list has been received and state the
12 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
13 Class Data.

14 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
15 days after receiving the Class Data, the Administrator will send to all Class Members
16 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
17 the Class Notice with Spanish translation, substantially in the form attached to this
18 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
19 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
20 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
21 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
22 update Class Member addresses using the National Change of Address database.

23 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
24 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
25 using any forwarding address provided by the USPS. If the USPS does not provide a
26 forwarding address, the Administrator shall conduct a Class Member Address Search,
27 and re-mail the Class Notice to the most current address obtained. The Administrator
28

has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion to the class action only will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably

ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable

1 or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all
2 challenges to the calculation of Workweeks to Defense Counsel and Class Counsel and the
3 Administrator's determination the challenges.

4 **7.7. Objections to Settlement**

5 7.7.1. Only Participating Class Members may object to the class action components of
6 the Settlement and/or this Agreement, including contesting the fairness of the
7 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
8 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

9 7.7.2. Participating Class Members may send written objections to the Administrator, by
10 mail. In the alternative, Participating Class Members may appear in Court (or hire an
11 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
12 A Participating Class Member who elects to send a written objection to the
13 Administrator must do so not later than 45 days after the Administrator's mailing of the
14 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
15 mailed).

16 7.7.3. Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

18 7.7.4. Class Members may not object or opt out of either (1) the release of the PAGA
19 claims; or (2) payments for the release of the PAGA claims.

20 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
21 performed or observed by the Administrator contained in this Agreement or otherwise.

22 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
23 and use an internet website to post information of interest to Class Members including
24 the date, time and location for the Final Approval Hearing and copies of the Settlement
25 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
26 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
27 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
28 the Final Approval and the Final Judgment. The Administrator will also maintain and

1 monitor an email address and a toll-free telephone number to receive Class Member
2 calls and emails.

3 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
5 Not later than 5 days after the expiration of the deadline for submitting Requests for
6 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
7 containing (a) the names of Class Members who have timely submitted valid Requests
8 for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted
9 invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from
10 Settlement submitted (whether valid or invalid).

11 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
12 reports to Class Counsel and Defense Counsel that, among other things, tally the number
13 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
14 Exclusion (whether valid or invalid) received, objections received, challenges to
15 Workweeks received and/or resolved, and checks mailed for Individual Class Payments
16 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
17 provide the Administrator’s assessment of the validity of Requests for Exclusion and
18 attach copies of all Requests for Exclusion and objections received.

19 7.8.4. Workweek Challenges. The Administrator has the authority to address and make
20 final decisions consistent with the terms of this Agreement on all Class Member
21 challenges over the calculation of Workweeks. The Administrator’s decision shall be
22 final and not appealable or otherwise susceptible to challenge.

23 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
24 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
25 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
26 due diligence and compliance with all of its obligations under this Agreement,
27 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
28 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total

1 number of Requests for Exclusion from Settlement it received (both valid or invalid),
2 the number of written objections and attach the Exclusion List. The Administrator will
3 supplement its declaration as needed or requested by the Parties and/or the Court. Class
4 Counsel is responsible for filing the Administrator's declaration(s) in Court.

5 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
6 disburses all funds in the Gross Settlement Amount, the Administrator will provide
7 Class Counsel and Defense Counsel with a final report detailing its disbursements by
8 employee identification number only of all payments made under this Agreement. At
9 least 7 days before any deadline set by the Court, the Administrator will prepare, and
10 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
11 Court attesting to its disbursement of all payments required under this Agreement. Class
12 Counsel is responsible for filing the Administrator's declaration in Court.

13 8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

14 Based on its records, Defendant estimates that, as of the date of mediation on April 18,
15 2025, (1) there are 179 Class Members and 26,835 Total Workweeks during the Class Period and
16 (2) there are 136 Aggrieved Employees who worked 10,752 Pay Periods during the PAGA
17 Period.

18 8.1. Increase in Workweeks. Defendant represents that there are no more than 26,835
19 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
20 Class Members during the Class Period increases by more than 10% or 2,684 Workweeks, then
21 the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
22 29,519 Workweeks or Defendant can choose to end the Class Period on a different date. If the
23 total number of Workweeks in the Class Period, as determined from Defendant's payroll data, is
24 ultimately determined to exceed 26,835 Workweeks by more than 10%, (*i.e.*, 29,519
25 Workweeks), then the Gross Settlement Amount shall be increased by the *pro rata* percentage
26 increase in excess of 10% over 26,835 Workweeks to include the additional Workweeks (*e.g.*, a
27 12% increase in Workweeks would result in a 2%, or \$14,000.00, increase in the Gross
28 Settlement Amount). The releases agreed to in this agreement will continue up to and include

1 the new end of the Class Period and PAGA Period date if different than April 18, 2025. Should
2 Defendant elect to end the Class Period and PAGA Period on a different date, Defendant must
3 notify Class Counsel, in writing, no later than 14 days prior to the hearing on Plaintiff's Motion
4 for Preliminary Approval.

5 **9. MOTION FOR FINAL APPROVAL**

6 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
7 final approval of the Settlement that includes a request for approval of the PAGA settlement
8 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
9 Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts
10 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
11 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
12 any disagreements concerning the Motion for Final Approval.

13 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
14 by a Participating Class Member, including the right to file responsive documents in Court no
15 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
16 by the Court.

17 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
18 Approval on any material change to the Settlement (including, but not limited to, the scope of
19 release to be granted by Class Members), the Parties will expeditiously work together in good
20 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
21 Approval. The Court's decision to award less than the amounts requested for the Class
22 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
24 alleged wrongful termination, shall not constitute a material modification to the Agreement
25 within the meaning of this paragraph.

26 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
27 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
28

1 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
2 and (iii) addressing such post-Judgment matters as are permitted by law.

3 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
6 respective counsel, and all Participating Class Members who did not object to the Settlement as
7 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
8 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
9 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
10 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
11 Parties' obligations to perform under this Agreement will be suspended until such time as the
12 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
13 the amount of the Net Settlement Amount.

14 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
15 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
16 modification of this Agreement (including, but not limited to, the scope of release to be granted
17 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
18 expeditiously work together in good faith to address the appellate court's concerns and to obtain
19 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
20 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
21 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
22 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
23 as long as the Gross Settlement Amount remains unchanged.

24 **10. AMENDED JUDGMENT**

25 If any amended judgment is required under Code of Civil Procedure section 384, the
26 Parties will work together in good faith to jointly submit and a proposed amended judgment.

27 ///

28 ///

11. ADDITIONAL PROVISIONS

11.1. 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 have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and 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).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond

1 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
2 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
3 obligations owed to Class Members.

4 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
6 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
7 ability to communicate with Class Members in accordance with Class Counsel’s ethical
8 obligations owed to Class Members.

9 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
16 its terms, and to execute any other documents reasonably required to effectuate the terms of this
17 Agreement including any amendments to this Agreement.

18 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, submitting supplemental evidence and supplementing points and
21 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
22 or content of any document necessary to implement the Settlement, or on any modification of the
23 Agreement that may become necessary to implement the Settlement, the Parties will seek the
24 assistance of a mediator and/or the Court for resolution.

25 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed or agreed to by all
7 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
8 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
9 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
10 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
11 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
12 the use of signatures previously provided by the Parties.

13 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
14 the benefit of, the successors of each of the Parties.

15 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
16 governed by and interpreted according to the laws of the state of California, without regard to
17 conflict of law principles.

18 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
19 this Agreement. This Agreement will not be construed against any Party on the basis that the
20 Party was the drafter or participated in the drafting.

21 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
22 during Action and in this Agreement relating to the confidentiality of information shall survive
23 the execution of this Agreement.

24 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
25 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
26 in connection with the mediation, other settlement negotiations, or in connection with the
27 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
28 be used in any way that violates any existing contractual agreement, statute, or rule of court.

1 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this Agreement.

3 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
4 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day
6 thereafter.

7 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
8 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
9 of this Agreement shall be accepted as an original. All executed counterparts and each of them
10 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
12 prove the existence and contents of this Agreement.

13 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
15 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
16 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
17 process.

18 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
19 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
20 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
21 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
22 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
23 Agreement.

24 **IT IS SO AGREED:**

25 By: Robert Johnson
26 Plaintiff, Robert Johnson

By: _____
For Defendant, Owens Corning Roofing and
Asphalt, LLC

27
28 Date: September 9, 2025

Date: _____

1 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this Agreement.

3 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
4 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day
6 thereafter.

7 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
8 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
9 of this Agreement shall be accepted as an original. All executed counterparts and each of them
10 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
12 prove the existence and contents of this Agreement.

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14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
15 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
16 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
17 process.

18 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
19 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
20 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
21 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
22 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
23 Agreement.

24 **IT IS SO AGREED:**

25 By: _____
26 Plaintiff, Robert Johnson

By: 
For Defendant, Owens Corning Roofing and
Asphalt, LLC

27 Date: _____

Date: 9/15/2025

1 **AGREED AS TO FORM ONLY:**

2
3 By: Vedang J. Patel
4 David D. Bibiyan
5 Vedang J. Patel
6 Counsel for Plaintiff

By: Michael D. Thomas
Michael D. Thomas
Lauren B. Shelby
Counsel for Defendant

7
8
9
10 Date: September 19, 2025

Date: September 20, 2025

11 4924-0509-1668, v. 1