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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

DANIEL LUIS BELTRAN, an individual,
and on behalf of all other similarly situated,

Plaintiff,

v.

GAR BENNETT, LLC, a Delaware limited
liability company, and DOES 1 through 100,
inclusive

Defendants.

CASE NO.: 24CECG01078

[Assigned for all purposes to the Hon. D.
Tyler Tharpe in Dept. 501]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: March 12, 2024
Trial Date: None Set

This Class and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Daniel Luis Beltran (“Plaintiff”) and Defendant Gar Bennett, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” or “Actions” means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant, captioned *Daniel Luis Beltran v. Gar Bennett, LLC*, Case No. 24CECG01078, initiated on March 12, 2024, and pending in Superior Court of the State of California, County of Fresno; and separate representative action under PAGA, captioned *Daniel Luis Beltran v. Gar Bennett, LLC*, Case No. 24CECG02597, initiated on June 18, 2024, and pending in Superior Court of the State of California, County of Fresno.

1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employee” means a non-exempt employee employed by Defendant in California and paid by Defendant for work performed at any time during the PAGA Period.

1.5. “Class” means all non-exempt employees employed by Defendant in California and paid by Defendant for work performed at any time during the Class Period.

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

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of

employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

1.12. “Class Period” means the period from March 12, 2020 through January 31, 2026.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Fresno.

1.16. “Defendant” means named defendant Gar Bennett, LLC.

1.17. “Defense Counsel” means Howard A. Sagaser and Daniella M. Crisanti of Sagaser, Watkins & Wieland PC.

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

1 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

2 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval

3 of the Settlement.

4 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final

5 Approval.

6 1.22. "Gross Settlement Amount" means \$950,000.00 (Nine Hundred Fifty Thousand Dollars

7 and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except

8 as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage

9 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay

10 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class

11 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and

12 Administrator's Expenses. The Gross Settlement Amount is inclusive of the \$365,000.00 that

13 was already paid out by Defendant to some its employees.

14 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the

15 Net Settlement Amount calculated according to the number of Workweeks worked during the

16 Class Period.

17 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of

18 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA

19 Period.

20 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

21 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency

22 entitled, under Labor Code section 2699, subd. (i).

23 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA

24 under Labor Code section 2699, subd. (i).

25 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following

26 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

27 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

28 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be

1 paid to Participating Class Members as Individual Class Payments.

2 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
3 Settlement by sending the Administrator a valid and timely Request for Exclusion.

4 1.30. “PAGA Pay Period” means a Pay Period during which an Aggrieved Employee was
5 employed by Defendant during the PAGA Period and received payment for wages for work
6 performed within the Pay Period.

7 1.31. “PAGA Period” means the period from March 12, 2023 through the end of the Class
8 Period.

9 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

10 1.33. “PAGA Notice” means Plaintiff’s March 12, 2024 letter to Defendant and the LWDA,
11 providing notice pursuant to Labor Code section 2699.3 subd. (a).

12 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
13 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and the 75%
14 to the LWDA (\$30,000.00) in settlement of PAGA claims.

15 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
16 timely Request for Exclusion from the Settlement.

17 1.36. “Plaintiff” means Daniel Luis Beltran the named plaintiff in the Action.

18 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
19 Settlement.

20 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
21 and Approval of PAGA Settlement.

22 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
23 below.

24 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
25 below.

26 1.41. “Released Parties” means: Defendant, together with their present and former parents,
27 subsidiaries, affiliated entities, commonly owned or controlled entities, its present and former
28 owners, board members, officers, directors, trustees, shareholders, members, partners,

employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the Released Claims, as defined herein, could be assigned pursuant to Labor Code § 558.1, or on a joint-employer, alter ego, or other vicarious liability theory.

1.42. “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.

1.43. “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.

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

1.45. “Workweek” means a week during which a Class Member was employed by Defendant during the Class Period and received payment for wages for work performed within the work week.

2. RECITALS

2.1. On March 12, 2024, Plaintiff commenced this Action by filing a class action complaint alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses; (9) failure to pay interest on deposits; (10) failure to pay unused vested vacation time; and (11) engaging in unfair competition (the “Class Action”).

2.2. Also on March 12, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to

1 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
2 (“PAGA Notice”).

3 2.3. On June 18, 2024, after sixty-five (65) days had passed since the filing and serving of the
4 PAGA Notice without any action by the LWDA with respect to the Labor Code violations alleged
5 in the PAGA Notice, Plaintiff filed a separate representative action under PAGA against
6 Defendant in Fresno County Superior Court, Case No. 24CECG02597, for the Labor Code
7 violations set out in the PAGA Notice (the “PAGA Action”).

8 2.4. Thereafter, the Parties exchanged written discovery and attend mediation.

9 2.5. Prior to mediation, Plaintiff obtained, through written discovery: (a) a sampling of time
10 and payroll records from the estimated 340 putative class members during the class period; (b)
11 data points, including the number of putative class members workweeks and shifts during the
12 class period, the number of putative class members separated during the waiting time penalty
13 period, the total number of pay periods in the wage statement penalty period, the number of pay
14 periods in the PAGA period, and the average hourly rate of pay; (c) wage and hour policy
15 documents of Defendant; and (d) all documents pertaining to Plaintiff available to Defendant.

16 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
17 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
18 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

19 2.7. On March 13, 2025, the Parties participated in a mediation presided over by Hon. Raul
20 A. Ramirez (ret.). The mediation was, however, not successful.

21 2.8. On November 19, 2025, the Parties participated in an all-day mediation presided over by
22 Monique Ngo-Bonnici, Esq.. The mediation was successful, and the Parties agreed to globally
23 resolve all class and PAGA claims in the Action. As part and parcel to the Agreement, the Parties
24 agreed to stipulate to Plaintiff’s filing a First Amended Complaint in the Class Action, adding all
25 allegations in the PAGA Action, and thereafter Plaintiff would file a request for dismissal without
26 prejudice of the PAGA Action, thereby effectively consolidating the allegations in the two
27 actions for purposes of the Settlement. The First Amended Complaint in the Class Action would
28 be the operative complaint in the Action (“Operative Complaint”).

2.9. Thereafter, the Parties engaged in protracted settlement discussion, and fully executed a Memorandum of Understanding (“MOU”) on March 31, 2025.

2.10. Following execution of the MOU, the Parties negotiated, finalized, and executed this long-form Class and PAGA Settlement.

2.11. Defendant denies the allegations in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.12. For purposes of this Settlement only, Plaintiff and Defendant stipulate to the certification of a “Class”, as defined above. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If, for any reason, this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$950,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

1 in the Final Approval:

2 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
3 \$10,000.00 Ten Thousand Dollars and Zero Cents (\$10,000.00) in addition to any
4 Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to
5 receive as a Participating Class Member. Defendant will not oppose Plaintiff's request
6 for a Class Representative Service Payment that does not exceed this amount. As part
7 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
8 Plaintiff will seek Court approval for any Class Representative Service Payments prior
9 to the Final Approval Hearing. If the Court approves a Class Representative Service
10 Payment less than the amount requested, the Administrator will retain the remainder in
11 the Net Settlement Amount. The Administrator will pay the Class Representative
12 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and
13 liability for employee taxes owed on the Class Representative Service Payment.

14 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
15 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
16 Agreement, is currently estimated to be \$332,500.00 and a Class Counsel Litigation
17 Expenses Payment of not more than \$45,000.00. Defendant will not oppose requests for
18 these payments provided that do not exceed these amounts. Plaintiff and/or Class
19 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
20 Counsel Litigation Expenses Payment prior to the Final Approval Hearing. If the Court
21 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
22 Payment less than the amounts requested, the Administrator will allocate the remainder
23 to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
24 or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel
25 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
26 will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
27 Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility
28 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel

1 Litigation Expenses Payment and holds Defendant harmless, and indemnify Defendant,
2 from any dispute or controversy regarding any division or sharing of any of these
3 Payments. There will be no additional charge of any kind to either the Settlement Class
4 Members or request for additional consideration from Defendant for such work unless,
5 Defendant materially breaches this Agreement, including any term regarding funding,
6 and further efforts are necessary from Class Counsel to remedy said breach, including,
7 without limitation, moving the Court to enforce the Agreement. Should the Court
8 approve attorneys' fees and/or litigation costs and expenses in amounts that are less than
9 the amounts provided for herein, then the unapproved portion(s) shall be a part of the
10 Net Settlement Amount.

11 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
12 \$9,000.00 except for a showing of good cause and as approved by the Court. To the
13 extent the Administration Expenses are less or the Court approves payment less than
14 \$9,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

15 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
16 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
17 all Participating Class Members during the Class Period and (b) multiplying the result
18 by each Participating Class Member's Workweeks.

19 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
20 Class Member's Individual Class Payment will be allocated to settlement of
21 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
22 withholding and will be reported on an IRS W-2 Form. The 80% of each
23 Participating Class Member's Individual Class Payment will be allocated to
24 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
25 Non-Wage Portions are not subject to wage withholdings and will be reported
26 on IRS 1099 Forms. Participating Class Members assume full responsibility and
27 liability for any employee taxes owed on their Individual Class Payment.

28 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000.00) 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, Defendants estimate there are 340 Class Members who collectively worked a total of 47,000 Workweeks, and 204 Aggrieved Employees who worked a total of 7,206 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after execution of the settlement agreement, Defendant will simultaneously 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

1 purpose, and restrict access to the Class Data to Administrator employees who need access to the
2 Class Data to effect and perform under this Agreement. Defendant has a continuing duty to
3 immediately notify Class Counsel if it discovers that the Class Data omitted class member
4 identifying information and to provide corrected or updated Class Data as soon as reasonably
5 feasible. Without any extension of the deadline by which Defendant must send the Class Data to
6 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
7 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
9 Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
10 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
12 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
13 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
14 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
15 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
16 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
17 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
18 Payments.

19 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
20 Individual PAGA Payments and send them to the Class Members via First Class U.S.
21 Mail, postage prepaid. The face of each check shall prominently state the date (not less
22 than 180 days after the date of mailing) when the check will be voided. The
23 Administrator will cancel all checks not cashed by the void date. The Administrator will
24 send checks for Individual Settlement Payments to all Participating Class Members
25 (including those for whom Class Notice was returned undelivered). The Administrator
26 will send checks for Individual PAGA Payments to all Aggrieved Employees including
27 Non-Participating Class Members who qualify as Aggrieved Employees (including
28 those for whom Class Notice was returned undelivered). The Administrator may send

1 Participating Class Members a single check combining the Individual Class Payment
2 and the Individual PAGA Payment. Before mailing any checks, the Settlement
3 Administrator must update the recipients' mailing addresses using the National Change
4 of Address Database.

5 4.4.2. The Administrator must conduct a Class Member Address Search for all other
6 Class Members whose checks are returned undelivered without USPS forwarding
7 address. Within 7 days of receiving a returned check the Administrator must re-mail
8 checks to the USPS forwarding address provided or to an address ascertained through
9 the Class Member Address Search. The Administrator need not take further steps to
10 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
11 The Administrator shall promptly send a replacement check to any Class Member whose
12 original check was lost or misplaced, requested by the Class Member prior to the void
13 date.

14 4.4.3. For any Class Member whose Individual Class Payment check or Individual
15 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
16 shall transmit the funds represented by such checks to the California Controller's
17 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
18 residue" subject to the requirements of California Code of Civil Procedure Section 384,
19 subd. (b).

20 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
21 not obligate Defendant to confer any additional benefits or make any additional
22 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
23 specified in this Agreement.

24 **5. RELEASE OF CLAIMS**

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

1 5.1. Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents,
2 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
3 Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims
4 that were, or reasonably could have been, alleged, based on the facts contained, in the Operative
5 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on
6 facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.")
7 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
8 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
9 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
10 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
11 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
12 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
13 different or additional facts or Plaintiff's discovery of them.

14 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
15 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
16 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
17 which reads:

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

22 5.2. Release by Participating Class Members: For the duration of the Class Period, all
23 Participating Class Members, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
25 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
26 on the facts stated in the Operative Complaint, including any and all claims or causes of action
27 regarding unpaid wages, including but not limited to failure to pay minimum wages, straight time
28 wages, overtime compensation, double time compensation, and interest; failure to timely pay

1 regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure
2 to pay premiums at all or at the correct rate for any violation of meal, rest, and/or recovery period
3 obligations; invalid meal period waivers or on-duty meal period agreements; payment for all
4 hours worked; wage statements and paystubs, including wage statements and paystubs furnished
5 or available in physical, electronic, or other forms; failure to keep accurate records; unfair
6 business practices related thereto; and any and all related penalties, including recordkeeping
7 penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other
8 statutory or civil penalties associated with any of the foregoing. Further, such Released Claims
9 shall include, but are not limited to those claims arising under California Labor Code sections
10 201, 202, 203, 204, 204b, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, subd. (i), 510, 512,
11 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199., and/or those arising under the
12 applicable Industrial Welfare Commission Wage Order(s), California Business Professions Code
13 section 17200 et seq.; California Civil Code sections 3287 and 3289; California Code of Civil
14 Procedure section 1021.5; all claimed or unclaimed compensatory, consequential, incidental,
15 liquidated, punitive and exemplary damages, penalties, restitution, interest, costs and attorneys'
16 fees, injunctive or equitable relief, and any other remedies available at law or equity, and other
17 amounts recoverable under said claims under California law; and any related claims under the
18 claims under the provisions of the Fair Labor Standards Act (29 USC §§201, *et seq.*)
19 (collectively, the "Released Class Claims"). The Parties intend that this release be construed as
20 broadly as possible. The release excludes the release of claims not permitted by law.

21 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
22 release any other claims, including claims for vested benefits, wrongful termination, violation of
23 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
24 workers' compensation, or claims based on facts occurring outside the Class Period.

25 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
26 Employees are deemed to release, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
28

Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class

Members and the Administrator.

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

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

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

1 468B-1.

2 7.4. Notice to Class Members

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

7 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
8 days after Preliminary Approval, the Administrator will send to all Class Members
9 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
10 the Class Notice with Spanish translation, substantially in the form attached to this
11 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
12 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
13 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
14 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
15 update Class Member addresses using the National Change of Address database.

16 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
17 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
18 using any forwarding address provided by the USPS. If the USPS does not provide a
19 forwarding address, the Administrator shall conduct a Class Member Address Search,
20 and re-mail the Class Notice to the most current address obtained. The Administrator
21 has no obligation to make further attempts to locate or send Class Notice to Class
22 Members whose Class Notice is returned by the USPS a second time.

23 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
24 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
25 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
26 notice is re-mailed. The Administrator will inform the Class Member of the extended
27 deadline with the re-mailed Class Notice.

28 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, which ever 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 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

1 to all benefits and bound by all terms and conditions of the Settlement, including the
2 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
3 regardless whether the Participating Class Member actually receives the Class Notice
4 or objects to the Settlement.

5 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
6 Non-Participating Class Member and shall not receive an Individual Class Payment or
7 have the right to object to the class action components of the Settlement. Because future
8 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
9 Participating Class Members who are Aggrieved Employees are deemed to release the
10 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
11 PAGA Payment.

12 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
13 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
14 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
15 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
16 allocation by communicating with the Administrator via mail. The Administrator must encourage
17 the challenging Class Member to submit supporting documentation. In the absence of any
18 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
19 in the Class Notice are correct so long as they are consistent with the Class Data. The
20 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
21 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
22 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
23 to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

24 7.7. Objections to Settlement

25 7.7.1. Only Participating Class Members may object to the class action components of
26 the Settlement and/or this Agreement, including contesting the fairness of the
27 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
28 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

1 7.7.2. Participating Class Members may send written objections to the Administrator by
2 mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
4 A Participating Class Member who elects to send a written objection to the
5 Administrator must do so not later than 45 days after the Administrator's mailing of the
6 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
7 mailed).

8 7.7.3. Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

10 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
11 performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
13 and use an internet website to post information of interest to Class Members including
14 the date, time and location for the Final Approval Hearing and copies of the Settlement
15 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
16 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
18 the Final Approval and the Judgment. The Administrator will also maintain and monitor
19 an email address and a toll-free telephone number to receive Class Member calls and
20 emails.

21 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
22 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
23 Not later than 5 days after the expiration of the deadline for submitting Requests for
24 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
25 containing (a) the names and other identifying information of Class Members who have
26 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and
27 other identifying information of Class Members who have submitted invalid Requests
28 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted

(whether valid or invalid).

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

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

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

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by

employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 340 Class Members and 47,000 Total Workweeks during the Class Period and (2) there are 204 Aggrieved Employees who worked 7,206 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendant represents that there are no more than 47,000 Workweeks during the Class Period. In the event the number of workweeks during the Class Period increases by more than 10%, or 4,700 Workweeks, then, at Defendant's election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 51,700 multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches 51,700. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 47,000. The Parties agree that the Workweek Value amounts to \$20.21 (\$950,000 / 47,000 Workweeks). Thus, for example, should there be 52,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$6,063.00. (52,000 Workweeks – 51,700 Workweeks x \$20.21 / Workweek). Defendant shall provide the Class Data to the administrator no later than 30 days after full execution of the long form agreement. Defendant shall make its election regarding the above no later than 7 days after receiving information from the administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (1) shall automatically apply.

9. DEFENDANT'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of all Class Members, Defendant shall have the right at its sole discretion to terminate the Settlement. The Parties agree that, if Defendant exercises its right under his

paragraph, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel.

10. MOTION FOR FINAL APPROVAL

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

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

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

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

1 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
2 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
3 and (iii) addressing such post-Judgment matters as are permitted by law.

4 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
5 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
6 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
7 respective counsel, and all Participating Class Members who did not object to the Settlement as
8 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
9 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
10 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
11 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
12 Parties' obligations to perform under this Agreement will be suspended until such time as the
13 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
14 the amount of the Net Settlement Amount.

15 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
16 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
17 modification of this Agreement (including, but not limited to, the scope of release to be granted
18 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
19 expeditiously work together in good faith to address the appellate court's concerns and to obtain
20 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
21 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
22 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
23 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
24 as long as the Gross Settlement Amount remains unchanged

25 **11. AMENDED JUDGMENT**

26 If any amended judgment is required under Code of Civil Procedure section 384, the
27 Parties will work together in good faith to jointly submit and a proposed amended judgment.
28

12. ADDITIONAL PROVISIONS

12.1. 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).

12.2. 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

1 party regarding this Agreement or the matters giving rise to this Agreement except to respond
2 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
3 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
4 obligations owed to Class Members.

5 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
7 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
8 ability to communicate with Class Members in accordance with Class Counsel’s ethical
9 obligations owed to Class Members.

10 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties
12 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
13 inducements made to or by any Party.

14 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
16 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
17 its terms, and to execute any other documents reasonably required to effectuate the terms of this
18 Agreement including any amendments to this Agreement.

19 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
21 Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
23 or content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity and portion of any liability, claim, demand, action, cause of

1 action, or right released and discharged by the Party in this Settlement.

2 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
3 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
4 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
5 Part 10, as amended) or otherwise.

6 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
7 modified, changed, or waived only by an express written instrument signed or agreed to by all
8 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
9 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
10 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
11 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
12 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
13 the use of signatures previously provided by the Parties.

14 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
15 the benefit of, the successors of each of the Parties.

16 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
17 governed by and interpreted according to the internal laws of the state of California, without
18 regard to conflict of law principles.

19 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
20 this Agreement. This Agreement will not be construed against any Party on the basis that the
21 Party was the drafter or participated in the drafting

22 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
23 during Action and in this Agreement relating to the confidentiality of information shall survive
24 the execution of this Agreement

25 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
26 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
27 in connection with the mediation, other settlement negotiations, or in connection with the
28 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not

1 be used in any way that violates any existing contractual agreement, statute, or rule of court.

2 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
3 inserted for convenience of reference only and does not constitute a part of this Agreement.

4 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
5 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
6 weekend or federal legal holiday, such date or deadline shall be on the first business day
7 thereafter.

8 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
9 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
10 be accepted as an original. All executed counterparts and each of them will be deemed to be one
11 and the same instrument if counsel for the Parties will exchange between themselves signed
12 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
13 contents of this Agreement.

14 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
15 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
16 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
17 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
18 process.

19 12.19. Severability. In the event that one or more of the provisions contained in this Agreement
20 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
21 illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel
22 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
23 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
24 Agreement.

25 ///

26 ///

27 ///

28 ///

IT IS SO AGREED:

Daniel Luis Beltran

05/13/2026

Plaintiff, Daniel Luis Beltran

For Defendant, Gar Bennett, LLC

AGREED AS TO FORM ONLY:

Vedang J. Patel

5/13/2026

David D. Bibbayan

Vedang J. Patel

Megan R. Lazar

Counsel for Plaintiff

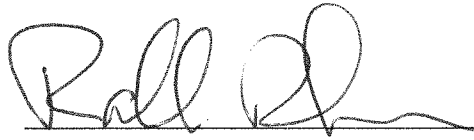
Howard A. Sagaser

Daniella M. Crisanti

Counsel for Defendant

1 **IT IS SO AGREED:**

2
3 Plaintiff, Daniel Luis Beltran



4 Ralph Rendon - CEO
5 For Defendant, Gar Bennett, LLC

6
7 **AGREED AS TO FORM ONLY:**

8
9 David D. Bibiyan
10 Vedang J. Patel
11 Megan R. Lazar
12 Counsel for Plaintiff



13 Howard A. Sagaser
14 Daniella M. Crisanti
15 Counsel for Defendant