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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANTHONY TAMAYO, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

ALLAQUARIA LLC d/b/a QUALITY MARINE,
a California limited liability company; ALL
AQUARIA, an entity of unknown form and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV10467

Assigned for All Purposes to:
Hon. Theresa Traber / Dept. 1
Spring Street Courthouse

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: April 25, 2024
Trial Date: None Set

CALL &
JENSEN
EST. 1981

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 plaintiff Anthony Tamayo (“Plaintiff”) and defendant Allaquaria, LLC d/b/a Quality Marine
3 (“Defendant” or “Quality Marine”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging class and representative action wage and
7 hour violations against Defendant captioned *Anthony Tamayo v. Allaquaria LLC dba Quality*
8 *Marine*, Case No. 24STCV10467, filed on April 25, 2024 in Los Angeles County Superior Court.

9 1.2 “Administrator” means Apex Class Action Administration the neutral entity the Parties
10 have agreed to appoint to administer the Settlement.

11 1.3 “Administration Costs” means the amount the Administrator will be paid from the
12 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
13 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval
14 of the Settlement.

15 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as
16 an hourly-paid non-exempt employee at any time during the PAGA Period.

17 1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid
18 non-exempt employee at any time during the Class Period.

19 1.6 “Class Counsel” means Roman Shkodnik and Emma Gessaman of D.Law, Inc.

20 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expense Payment”
21 means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
22 expenses, respectively, incurred in the Action.

23 1.8 “Class Data” means Class Member identifying information in Defendant’s possession
24 including the Class Member’s name, last-known mailing address, Social Security number, and
25 number of Workweeks and PAGA Pay Periods.

26 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as
27 either a Participating Class Member or Non-Participating Class Member (including a Non-
28 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 Settlement and hearing date for Final Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” or “Class Settlement Period” means the period from April 25, 2020 to January 10, 2026.

1.13 “Class Representative” means the named Plaintiff Anthony Tamayo in the Action seeking Court approval to serve as a class representative.

1.14 “Class Representative Service Payment” or “Enhancement Award” 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 Los Angeles.

1.16 “Defendant” means named Defendant Allaquaria LLC dba Quality Marine.

1.17 “Defense Counsel” means John T. Egley and Peter Choi of Call & Jensen.

1.18 “Effective Date” means the date by which both of the following have occurred: (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 with notice of appeal being filed at that time; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment without a “material modification” as described in paragraph 10.5 of this Agreement, and issues a remittitur.

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

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

1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” or “GSA” means Four Hundred Sixty-Five Thousand Dollars and Zero Cents (\$465,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant.

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

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

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

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

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

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

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

1.30 “Operative Complaint” means the operative First Amended Class Action Complaint filed on July 1, 2024 in the Action.

1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32 “PAGA Period” means the period from April 25, 2023 to January 10, 2026.

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

1.34 “PAGA Notice” means Plaintiff’s April 25, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35 “PAGA Penalties” means the total amount of \$46,500.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$11,625.00) to the Aggrieved Employees and 75% (\$34,875.00) to the LWDA in settlement of PAGA claims.

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

1.37 “Plaintiff” means Anthony Tamayo, the named plaintiff in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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

1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41 “Released Parties” means Defendant and each of its former and present directors, managers, officers, directors and indirect equity owners, members, attorneys, insurers, predecessors, successors, property managers, joint employers, agents, assigns, subsidiaries, and affiliates.

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 the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge

to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

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

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

2. RECITALS.

2.1 On April 25, 2024, Plaintiff filed a Class Action Complaint. On July 1, 2024, Plaintiff filed an Amended Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Failure to Pay Vacation Wages; (4) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (5) Meal Period Liability Under Code § 226.7; (6) Rest-Break Liability Under Code § 226.7; (7) Violation of Labor Code § 226; (8) Failure to Maintain Records Under Labor Code §§ 1174 and 1174.5; (9) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5; (10) Violation of Labor Code § 203; (11) Failure to Pay Proper Reporting Time Wages; (12) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; (13) Violation of Business & Professions Code § 17200 *et seq.* and (14) Penalties Pursuant to Labor Code § 2699, *et seq.*

2.2 On April 25, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1024647-24). On July 1, 2024, after the 65-day statutory period passed, Plaintiff filed the Operative Complaint, adding an additional claim for PAGA penalties pursuant to Labor Code § 2699, *et seq.*

2.3 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged in the Action.

2.4 On March 18, 2025, the Parties participated in an all-day mediation presided over by mediator Michael Mandel. The Parties did not reach a settlement on the date of mediation and continued post-mediation settlement discussions with the help of Mr. Mandel.

2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data of approximately 20 % for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.6 Following the Parties' attendance at mediation, the Parties engaged in discovery to prepare for a contested class certification hearing, while also engaging in settlement discussions with the assistance of Mr. Mandel. Mr. Mandel issued a mediator's proposal, which was accepted by the Parties on February 18, 2026.

2.7 The Court has not granted class certification because the Parties engaged in mediation and reached a settlement before any class certification.

2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions 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 below, Defendant promises to pay Four Hundred Sixty-Five Thousand Dollars and Zero Cents (\$465,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved

1 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
2 will revert to Defendant.

3 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
4 the following payments from the Gross Settlement Amount, in the amounts specified by the Court in
5 the Final Approval:

6 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff of
7 not more than Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) in addition to
8 any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled
9 to receive as a Class Member and an Aggrieved Employee. Defendant will not oppose Plaintiff's
10 request for a Class Representative Service Payment that does not exceed this amount. As part of the
11 motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court
12 approval for any Class Representative Service Payment no later than sixteen (16) court days prior to
13 the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
14 Representative Service Payment less than the amount requested, the Administrator will retain the
15 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
16 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
17 assumes full responsibility and liability for employee taxes owed on the Class Representative Service
18 Payment.

19 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
20 Gross Settlement Amount, which is currently estimated to be One Hundred Fifty-Five Thousand
21 Dollars (\$155,000.00) and a Class Counsel Litigation Expenses Payment for actual costs, not to
22 exceed Twenty Thousand Dollars and Zero cents (\$20,000.00). Defendant will not oppose requests for
23 these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and
24 Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing,
25 or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
26 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
27 allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members.
28 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from

any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$6,250.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Defendant may calculate a Participating Class Member's Workweeks by estimating the number of workweeks they worked between their hire and termination date or the end date of the Class Period.

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

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 Forty-six Thousand Five Hundred Dollars and Zero Cents (\$46,500.00) to be paid from the Gross Settlement Amount, with 75% (\$34,875.00) allocated to the LWDA PAGA Payment and 25% (\$11,625.00) 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 (\$11,625.00) 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 individual Aggrieved Employee's PAGA 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 to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size. Based on a review of its records to date, Defendant states that there are 241 Class Members as of January 10, 2026 (the end of the Class Period) who collectively worked a total of 24,981 Workweeks, and 134 Aggrieved Employees who worked a total of 5,886 PAGA Pay Periods during the PAGA Period.

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

4.3 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the

Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

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

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member or Aggrieved Employee prior to the Void Date.

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

1 4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and
2 cancelled after the void date, the Administrator shall transmit the funds represented by such check to
3 the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee; thereby
4 leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384,
5 subdivision (b).

6 4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall not
7 obligate Defendant to confer any additional benefits or make any additional payments to Class
8 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

9 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
10 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims
12 against all Released Parties as follows:

13 5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors and assigns, irrevocably, fully and
15 forever, waive, release and discharge Released Parties from all claims, transactions, or occurrences,
16 from the beginning of time to the Effective Date of this Agreement, known and unknown, including,
17 but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts
18 contained in the Action, Operative Complaint, and PAGA Notice, all claims under the Fair
19 Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of
20 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release").
21 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
22 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
23 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
24 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
25 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
26 Release shall be and remain effective in all respects, notwithstanding such different or additional facts
27 or Plaintiff's discovery of them.
28

1 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
3 any, of section 1542 of the California Civil Code, which reads:

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

8 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of
9 themselves and their respective former and present representatives, agents, heirs, guardians, executors,
10 attorneys, administrators, successors and assigns, release Released Parties from all claims that were
11 alleged, or reasonably could have been alleged, based on the facts and allegations in the Action and
12 Operative Complaint that are alleged to have occurred during the Class Period, including claims
13 involving any alleged: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime
14 Under Labor Code § 510; (3) Failure to Pay Vacation Wages; (4) Failure to Comply with Labor Code
15 §§ 245 *et seq.* and 246; (5) Meal Period Liability Under Code § 226.7; (6) Rest-Break Liability Under
16 Code § 226.7; (7) Violation of Labor Code § 226; (8) Failure to Maintain Records Under Labor Code
17 §§ 1174 and 1174.5; (9) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5;
18 (10) Violation of Labor Code § 203; (11) Failure to Pay Proper Reporting Time Wages; (12) Failure to
19 Reimburse Necessary Business Expenses under Labor Code § 2802; and (13) Violation of Business &
20 Professions Code § 17200 *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating
21 Class Members do not release any other claims, including claims for vested benefits, unemployment
22 insurance, disability, social security, or workers' compensation.

23 5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf
24 of themselves and their respective former and present representatives, agents, heirs, guardians,
25 executors, attorneys, administrators, successors and assigns, the Released Parties from all claims for
26 PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
27 the Action, the Operative Complaint, and in Plaintiff's April 25, 2024 PAGA Notice, that are alleged
28 to have occurred during the PAGA Period. The includes claims for PAGA penalties based on: (1)

1 Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3)
 2 Failure to Pay Vacation Wages; (4) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (5)
 3 Meal Period Liability Under Code § 226.7; (6) Rest-Break Liability Under Code § 226.7; (7)
 4 Violation of Labor Code § 226; (8) Failure to Maintain Records Under Labor Code §§ 1174 and
 5 1174.5; (9) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5; (10)
 6 Violation of Labor Code § 203; (11) Failure to Pay Proper Reporting Time Wages; and (12) Failure to
 7 Reimburse Necessary Business Expenses under Labor Code § 2802. For avoidance of doubt, this
 8 PAGA release includes any alleged violations of Labor Code sections: 201-204, 210, 226, 226.3,
 9 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
 10 1198, 2698, 2699, *et seq.*, and 2802.

11 6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for
 12 preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current
 13 checklist for Preliminary Approvals.

14 6.1 Defendant’s Declaration in Support of Preliminary Approval. Within fifteen (15) days of the
 15 full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
 16 Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
 17 potential conflicts of interest with the Administrator. In their Declaration, Defense Counsel and
 18 Defendant shall aver that they are not aware of any other pending matter or action asserting claims
 19 that will be extinguished or adversely affected by the Settlement.

20 6.2 Plaintiff’s Responsibilities. Within 30 days of full execution of this Agreement, Class Counsel
 21 will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
 22 notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis
 23 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
 24 Code section 2699, subdivision (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 the
 26 Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its
 27 willingness to serve, competency, and operative procedures for protecting the security of Class Data;
 28 amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts

relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval no later than 30 days after full execution of this Agreement. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order 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 in person or by telephone, 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 in person or by telephone, 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 Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex

Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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 to 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 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 Not later than 15 days after the Court grants Preliminary Approval, 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 effect and perform under this Agreement.

1 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
2 Data omitted Class Member identifying information and to provide corrected or updated Class Data as
3 soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the
4 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in
5 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No
6 later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class
7 Counsel that the list has been received and state the number of Class Members, Aggrieved Employees,
8 Workweeks and PAGA Pay Periods in the Class Data.

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

17 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
18 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
19 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
20 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most
21 current address obtained. The Administrator has no obligation to make further attempts to locate or
22 send Class Notice to Class 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 and/or
24 Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days
25 beyond the forty-five (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 deadline with
27 the re-mailed Class Notice.
28

1 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data and should have
3 received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in
4 good faith in an effort to agree on whether to include them as Class Members. If the Parties agree,
5 such persons will be Class Members entitled to the same rights as other Class Members, and the
6 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise
7 options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the
8 deadline dates in the Class Notice, whichever are later.

9 7.5 Requests for Exclusion (Opt-Outs).

10 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
11 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than
12 forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14)
13 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
14 Class Member or his/her representative that reasonably communicates the Class Member's election to
15 be excluded from the Settlement and includes the Class Member's name, address and email address or
16 telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked
17 by the Response Deadline.

18 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to
19 contain all the information specified in the Class Notice. The Administrator shall accept any Request
20 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
21 Class Member and the Class Member's desire to be excluded. The Administrator's determination shall
22 be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to
23 question the authenticity of a Request for Exclusion, the Administrator may demand additional proof
24 of the Class Member's identity. The Administrator's determination of authenticity shall be final and
25 not appealable or otherwise susceptible to challenge.

26 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
27 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
28 by all terms and conditions of the Settlement, including the Participating Class Members' Releases

1 under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member
2 actually receives the Class Notice or objects to the Settlement.

3 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
4 Participating Class Member and shall not receive an Individual Class Payment or have the right to
5 object to the class action components of the Settlement. Because future PAGA claims are subject to
6 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
7 Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this
8 Agreement and are eligible for an Individual PAGA Payment.

9 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response
10 Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge
11 the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
12 Notice. The Class Member may challenge the allocation by communicating with the Administrator via
13 fax, email or mail. The Administrator must encourage the challenging Class Member to submit
14 supporting documentation. The Administrator has the authority to address and make final decisions
15 consistent with the terms of this Agreement on all Class Member challenges to the number of
16 Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume
17 that the Workweeks contained in the Class Notice are correct if they are consistent with the Class
18 Data. The Administrator's determination of allocations of Workweeks and/or PAGA Pay Periods is
19 final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
20 provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks
21 and the Administrator's determination of the challenges.

22 7.7 Objections to Settlement.

23 7.7.1 Only Participating Class Members may object to the class action components of the
24 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts
25 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
26 Class Representative Service Payment.

27 7.7.2 Participating Class Members may send written objections to the Administrator, by fax,
28 email or mail no later than the Response Deadline. Participating Class Members may appear in Court

(or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests 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 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. Not later than fourteen (14) days 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 signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion 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 ten (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 fifteen (15) 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 represents there are 241 Class Members who collectively worked a total of 24,981 Workweeks during the Class Period, and ¹³⁴~~234~~ Aggrieved Employees who worked a total of ^{5,886}~~5,530~~ PAGA Pay during the PAGA Period. In the event that the Workweeks accrued during the Class Period are more than

25,000

workweeks, Defendant may elect to either (1) purchase the additional workweeks to increase the Gross Settlement Amount at a pro rata rate (e.g., if the total workweeks are 26,000, Defendant would increase the Gross Settlement Amount 4%, which is the same percentage of the number of workweeks in excess of the 25,000 workweek threshold) or (2) cut off the Class Period and PAGA Period as of one day before the 10% cushion is exhausted. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio* and have no force or effect whatsoever, and 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 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, 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"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, 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

1 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
2 the Court.

3 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of release
5 to be granted by Class Members), the Parties will expeditiously work together in good faith to address
6 the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's
7 decision to award less than the amounts requested for the Class Representative Service Payment, Class
8 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs
9 Payment shall not constitute a material modification to the Agreement within the meaning of this
10 paragraph.

11 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
12 the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of
13 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
14 (iii) addressing such post-Judgment matters as are permitted by law.

15 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
18 counsel, and all Participating Class Members who did not object to the Settlement as provided in this
19 Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and
20 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
21 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
22 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to
23 perform under this Agreement will be suspended until such time as the appeal is finally resolved and
24 the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
25 Amount.

26 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted by

Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

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 has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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 the 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, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as
2 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
3 document necessary to implement the Settlement, or on any modification of the Agreement that may
4 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
5 and/or the Court for resolution.

6 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
8 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
9 released and discharged by the Party in this Settlement.

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

14 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without regard to
21 conflict of law principles.

22 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the Party
24 was the drafter or participated in the drafting.

25 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during Action and in this Agreement relating to the confidentiality of information shall survive
27 the execution of this Agreement.
28

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

12.17 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.
Roman Shkodnik
Emma Geesaman
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
r.shkodnik@d.law
e.geesaman@d.law

To Defendant:

CALL & JENSEN
A Professional Corporation
John T. Egley

1 Peter Choi
2 610 Newport Center Drive, Suite 700
3 Newport Beach, CA 92660
4 Tel: (949) 717-3000
5 jegley@calljensen.com
6 pchoi@calljensen.com

7 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by
8 facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be
9 accepted as an original. All executed counterparts and each of them will be deemed to be one and the
10 same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any
11 executed counterpart will be admissible in evidence to prove the existence and contents of this
12 Agreement.

13 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
14 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon
15 the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to
16 trial under CCP section 583.310 for the entire period of this settlement process.

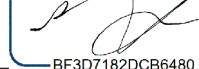
17 12.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and
18 binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be
19 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code
20 §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply
21 under federal or state law. The Parties further agree and intend that the Los Angeles County Superior
22 Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6. If an action or
23 proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to their
24 reasonable attorneys' fees and costs.

IT IS SO AGREED.

By the Parties:

DATED: 5/16/2026

DocuSigned by:



BF3D7182DCB6480...

Plaintiff Anthony Tamayo

DATED: _____

Defendant Allaquaria LLC dba Quality Marine

By: _____

Position: _____

DATED: 5/18/2026

D.LAW, INC.

BY:  _____

Roman Shkodnik

Emma Geesaman

Counsel for Plaintiff

DATED: _____

CALL & JENSEN, APC

BY: _____

John T. Egley

Peter Choi

Counsel for Defendant

1 signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence
2 and contents of this Agreement.

3 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
5 that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a
6 case to trial under CCP section 583.310 for the entire period of this settlement process.

7 12.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
8 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be
9 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code
10 §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply
11 under federal or state law. The Parties further agree and intend that the Los Angeles County Superior
12 Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6. If an action or
13 proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to their
14 reasonable attorneys' fees and costs.

15 IT IS SO AGREED.

16 By the Parties:

17 DATED: _____

18 Plaintiff Anthony Tamayo

19 DATED: 5/4/26

20 Defendant Allaquaria LLC dba Quality Marine

21 By: Mary Buerner

22 Position: member

23 DATED: _____

24 D.LAW, INC.

25 BY: _____

26 Roman Shkodnik

27 Emma Geesaman

28 Counsel for Plaintiff

DATED: May 6, 2026

CALL & JENSEN, APC

BY: _____

John T. Egley

Peter Choi

Counsel for Defendant