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

FLORENTINO NUNEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

WEI-CHUAN U.S.A., INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV11949

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint filed: May 10, 2024
Trial date: Not set

1 This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,”
2 “Settlement,” or “Agreement”) is made by and between Florentino Nunez (“Plaintiff”) and Defendant
3 Wei-Chuan U.S.A., Inc. (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and
4 individually “Party”).

5 **1. DEFINITIONS.**

6 1.0. “Action” means *Florentino Nunez v. Wei-Chuan U.S.A., Inc.*, Superior Court of
7 California, County of Los Angeles, Case Number 24STCV11949.

8 1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the
9 neutral entity the Parties have designated to administer the Settlement.

10 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the
11 Administrator for reimbursement of its reasonable fees and expenses incurred to
12 administer the Settlement, not to exceed \$8,250.00

13 1.3. “Aggrieved Employees” or “PAGA Group” means all current and former non-exempt,
14 hourly-paid employees who were employed by Defendant either directly or through a
15 staffing agency (including but not limited to Bravo Staff Co., LF Staffing Services, Inc.,
16 Southland Employment Services, Inc., and Woxforce Inc.), whether or not the employee
17 signed an arbitration agreement, and worked for Defendant in California at any time
18 during the PAGA Period.

19 1.4. “Class” means all current and former non-exempt, hourly-paid employees who were
20 employed by Defendant, either directly or through a staffing agency (including but not
21 limited to Bravo Staff Co., LF Staffing Services, Inc., Southland Employment Services,
22 Inc., and Woxforce Inc.), and worked for Defendant in California at any time during the
23 Class Period.

24 1.5. “Class Counsel” means Moon Law Group, P.C.

25 1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class
26 Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not
27 to exceed one-third of the Gross Settlement Amount.
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- 1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$25,000.00.
- 1.8. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s full name, last-known mailing and/or email address, Social Security Number, dates of employment, number of Workweeks, and number of PAGA Pay Periods and any other information required by the Administrator to effectuate this Agreement.
- 1.9. “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 Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members or Aggrieved Employees.
- 1.10. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from May 10, 2020, through July 29, 2025.
- 1.12. “Class Representative” means the named Plaintiff in the Action, Florentino Nunez.
- 1.13. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representatives for his services in support of the Action and General Release, not to exceed \$7,500.00.
- 1.14. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.15. “Defendant” means the named Defendant in the Action, Wei-Chuan U.S.A., Inc.
- 1.16. “Defense Counsel” means Musick, Peeler & Garrett LLP.

- 1.17. “Effective Date” means the date on which the following events occurs: a) If no Participating Class Member objects to the Settlement, then the date the Court signs the Final Approval Order and Final Judgment; b) If a Participating Class Member objects to the Settlement, then the period for filing any appeal, writ, or other appellate proceeding challenging the Court’s order granting Final Approval of the settlement and Final Judgment has expired without any such appeal, writ, or other appellate proceeding having been filed; c) when any appeal, writ, or other appellate proceeding challenging the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or d) when any appeal, writ, or other appellate proceeding has upheld the Court’s Final Approval Order with no right to pursue further remedies or relief.
- 1.18. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$1,545,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
- 1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).
- 1.25. “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).
- 1.26. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. “Non-Participating Class Member” means a Class Member from any staffing agency employee who signed an arbitration agreement and/or a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.28. “Operative Complaint” means the First Amended Complaint filed in the Action.
- 1.29. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant, either directly or through a staffing agency (including but not limited to Bravo Staff Co., LF Staffing Services, Inc., Southland Employment Services, Inc., and Woxforce Inc.), for at least one day during the PAGA Period.
- 1.31. “PAGA Period” mean the period from May 5, 2023, through July 29, 2025.
- 1.32. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.33. “PAGA Notice” means Plaintiff’s May 5, 2024 and January 2, 2026 letters to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$245,000.00.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means the named Plaintiff in the Action, Florentino Nunez.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.
- 1.40. “Released Parties” means the Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including any staffing agency (including but not limited to Bravo Staff Co., LF Staffing Services, Inc., Southland Employment Services, Inc., and Woxforce Inc.) that supplied workers to perform work, either directly or indirectly, for Defendant Wei-Chuan USA, Inc. during the Class Period and/or PAGA Period, and each staffing agency’s former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.41. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.
- 1.42. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

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

2. **RECITALS.**

2.0. On May 5, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On May 10, 2024, Plaintiff filed his class action Complaint, which in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to timely final pay wages at termination; (6) failed to provide accurate itemized wage statements; (7) engaged in unfair business practices; and (8) failed to indemnify necessary business expenses; and (9) civil penalties under PAGA (Cal. Lab. Code § 2699, et seq.).

2.2. On July 29, 2025, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Steven Rottman, Esq. A settlement in principle was reached the same day.

2.3. Before mediation, Plaintiff obtained through informal discovery, about 29.3% sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and documents.

2.4. On January 2, 2026, pursuant to the Parties’ settlement terms, Plaintiff amended the pleadings to add Doe Defendants Bravo Staff Co., Staffing Services Inc., Southland Employment Services, Inc., and Workforce, Inc.

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$1,545,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or

any payroll taxes before the deadline stated in Paragraph 4.0 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.

3.1. 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 in the Final Approval Order:

3.1.1. To Plaintiff: A Class Representative Service Payments to the Class

Representatives of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount, which is currently estimate to be \$515,000.00, and a Class Counsel Expenses Payment not to exceed \$25,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses

1 Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will
2 file a Motion supporting the Class Counsel Fees and Class Counsel Expenses
3 Payments no later than sixteen (16) court days before the Final Approval
4 Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel
5 Expenses Payments that are less than the amounts requested, the Administrator
6 will allocate the remainder to the Net Settlement Amount. Released Parties shall
7 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
8 any claim to any portion of any Class Counsel Fees and/or Class Counsel
9 Expenses Payments. The Administrator will pay the Class Counsel Fees and
10 Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class
11 Counsel assumes full responsibility and liability for taxes owed on the Class
12 Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds
13 Defendant harmless, and indemnifies Defendant, from any dispute or
14 controversy regarding any division or sharing of any of these Payments.

15 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
16 \$8,250.00, except for a showing of good cause and as approved by the Court.
17 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
18 Expenses Payment no later than sixteen (16) court days before the Final
19 Approval Hearing. If the Court approves of an Administration Expenses
20 Payment that is less than the amount requested, or if the Administration
21 Expense Payment is less than the amount allocated under this Agreement, the
22 Administrator will allocate the remainder to the Net Settlement Amount. To the
23 extent the actual Administration Expenses Payment is greater than \$8,250.00,
24 such excess amount will be taken from the Gross Settlement Amount, subject to
25 the Court's approval.
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3.1.3.1. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment 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. Non-Participating Class Members will not receive an Individual Class Payment. 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.

3.1.3.2. 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 claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest 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 employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$245,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (i.e., \$183,750.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (i.e., \$61,250.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of

PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties 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.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount, together with all employer-side payroll taxes owed on the wage portions of the Individual Class Payments, shall be fully funded by transmission of such funds to the Administrator within thirty (30) days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

4.1.1. 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 with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by

1 the void date. The Administrator will send checks for Individual Class
2 Payments to all Participating Class Members, including those for whom a Class
3 Notice was returned undelivered. The Administrator will send checks for
4 Individual PAGA Payments to all Aggrieved Employees, including Non-
5 Participating Class Members who qualify as Aggrieved Employees and those
6 for whom a Class Notice was returned undelivered. The Administrator may
7 send Participating Class Members a single check combining the Individual
8 Class Payment and Individual PAGA Payment.

9 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
10 Administrator must re-mail checks to the USPS forwarding address provided or
11 to an address ascertained through the Class Member Address Search for Class
12 Members whose checks are returned undelivered without a USPS forwarding
13 address. Thereafter, the Administrator need not take further steps to deliver
14 checks to Class Members whose re-mailed checks are returned as undelivered.
15 However, the Administrator shall promptly send a replacement check to any
16 Class Member whose original check was lost or misplaced and who requests the
17 replacement before the void date.

18 4.1.3. For any Class Member whose Individual Class Payment check or Individual
19 PAGA Payment check is uncashed and cancelled after the void date, or for any
20 Class Member whose envelope is returned and no forwarding address can be
21 located for the Class Member after reasonable efforts have been made, the
22 Administrator shall transmit the funds represented by such checks to the
23 California Controller's Unclaimed Property Fund in the name of the Class
24 Member, thereby leaving no "unpaid residue" subject to the requirements of
25 California Code of Civil Procedure ("CCP") section 384(b).

26 4.1.4. The payment of Individual Class Payments and Individual PAGA Payments
27 shall not obligate Defendant to confer any additional benefits or make any
28 additional payments to Class Members, such as 401(k) contributions or

bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

5.0. **Plaintiff's Release.** Plaintiff fully and finally releases and discharges the Released Parties from all claims, whether known or unknown, including any and all claims arising from, or related to, Plaintiff's employment with or separation from Defendant, including a waiver of the California Civil Code Section 1542 rights. Plaintiff's release does not extend to any claims or actions to enforce this Settlement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them

5.0.1. Plaintiff acknowledges that he is aware of and expressly waives the provision of California Civil Code section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

5.1. **Release by Participating Class Members:** All Participating Class Members, on behalf of themselves, will release all claims against the Released Parties that were alleged in Plaintiff's operative First Amended Class and Representative Action Complaint or that reasonably could have been alleged based on the facts stated therein ("Released Class

Claims”). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers’ compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.2. PAGA Released Claims: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative First Amended Class and Representative Action Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notices to the LWDA (“Released PAGA Claims”). The Released PAGA Claims include only claims for penalties under PAGA arising during the PAGA Period.

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.

6.0. Plaintiff’s Responsibilities. Plaintiff will prepare and 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, subdivision (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

1 declaration from Plaintiff confirming willingness and competency to serve and
2 disclosing all facts relevant to any actual or potential conflicts of interest with Class
3 Members, and/or the Administrator; (vi) a signed declaration from each Class
4 Counsel firm attesting to its competency to represent the Class Members; and its
5 timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice
6 (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd.
7 (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2))); (vii) a redlined version
8 of the Agreement showing all modifications made to the Los Angeles Superior
9 Court's Model Agreement; and (viii) all facts relevant to any actual or potential
10 conflict of interest with Class Members and/or the Administrator. In their
11 declarations, Plaintiff and Class Counsel shall aver whether they are aware of any
12 other pending matter or action asserting claims that will be extinguished or
13 adversely affected by the Settlement.

14 6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
15 responsible for expeditiously finalizing and filing the Motion for Preliminary
16 Approval no later than 30 days after the full execution of this Agreement; obtaining
17 a prompt hearing date for the Motion for Preliminary Approval; and appearing in
18 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
19 responsible for delivering the Court's Preliminary Approval to the Administrator.

20 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
21 Preliminary Approval and/or the supporting declarations and documents, Class
22 Counsel and Defense Counsel will expeditiously work together by meeting in
23 person or by telephone, and in good faith, to resolve the disagreement. If the Court
24 does not grant Preliminary Approval or conditions Preliminary Approval on any
25 material change to this Agreement, Class Counsel and Defense Counsel will
26 expeditiously work together by meeting in person or by telephone and in good faith
27 to modify the Agreement and otherwise satisfy the Court's concerns.
28

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.0. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
3 Administration Solutions (“Phoenix”) to serve as the Administrator and verified that, as
4 a condition of appointment, Phoenix agrees to be bound by this Agreement and to
5 perform, as a fiduciary, all duties specified in this Agreement in exchange for the
6 Administration Expenses Payment. The Parties and their Counsel represent that they
7 have no interest or relationship, financial or otherwise, with the Administrator other than
8 a professional relationship arising out of prior experiences administering settlements.

9 7.1. Employer Identification Number. The Administrator shall have and use its own Employer
10 Identification Number for purposes of calculating payroll tax withholdings and providing
11 reports state and federal tax authorities.

12 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
13 the requirements of a Qualified Settlement Fund under US Treasury Regulation section
14 468B-1.

15 7.3. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary
16 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in
17 the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
18 Administrator must maintain the Class Data in confidence, use the Class Data only for
19 purposes of the Settlement and for no other purpose, and restrict access to the Class Data
20 to Administrator employees who need access to the Class Data to effect and perform
21 under the Settlement. Defendant has a continuing duty to immediately notify Class
22 Counsel if it discovers that the Class Data omitted Class Member identifying information
23 and to provide corrected or updated Class Data as soon as reasonably feasible. Without
24 any extension of the deadline by which Defendant must send the Class Data to the
25 Administrator, the Parties, and their counsel will expeditiously use best efforts, in good
26 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
27 Data.
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1 7.4. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
2 Class Data, the Administrator shall notify Class Counsel that the list has been received
3 and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
4 Pay Periods in the Class Data.

5 7.5. Notice to Class Members. No later than fourteen (14) calendar days after receiving the
6 Class Data from Defendant, the Administrator will send all Class Members identified in
7 the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
8 Notice in English and Spanish, substantially in the form attached to this Agreement as
9 **Exhibit A.** The first page of the Class Notice shall prominently estimate the dollar
10 amounts of any Individual Class Payment and/or Individual PAGA Payments payable to
11 the Class Member and/or Aggrieved Employee, and the number of Workweeks and
12 PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices,
13 the Administrator shall update Class Member addresses using the National Change of
14 Address database.

15 7.6. Remailing of Class Notice. No later than three (3) business days after its receipt of any
16 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
17 Class Notice using any forwarding address provided by USPS. If USPS does not provide
18 a forwarding address, the Administrator shall conduct a Class Member Address Search
19 and re-mail the Class Notice to the most current address obtained. The Administrator has
20 no obligation to make further attempts to locate or send the Class Notice to Class
21 Members whose Class Notice is returned by USPS a second time.

22 7.6.1. The deadlines for Class Members’ Objections, Challenges to Calculation of
23 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
24 extended an additional fourteen (14) calendar days beyond the forty-five (45)
25 calendar days otherwise provided in the Class Notice for all Class Members
26 whose notice is re-mailed. The Administrator will inform the Class Member of
27 the extended deadline with the re-mailed Class Notice.

28 7.6.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted

1 by or otherwise discovers any persons who believe they should have been
2 included in the Class Data and should have received Class Notice, the Parties will
3 expeditiously meet and confer in person or by telephone, and in good faith, to
4 agree on whether to include them as Class Members. If the Parties agree, such
5 person(s) will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a
7 Class Notice requiring them to exercise options under this Agreement no later
8 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
9 in the Class Notice, whichever is later.

10 7.7. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
11 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
12 No later than five (5) days after the expiration of the deadline for submitting Requests for
13 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
14 containing the names and other identifying information of Class Members who have
15 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
16 (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of
17 whether the requests are valid and timely.

18 7.8. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
19 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
20 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
21 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
22 Periods received and/or resolved, and checks mailed for Individual Class Payments and
23 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
24 of all Requests for Exclusion and Objections received.

25 7.9. Administrator’s Declaration. No later than seven (7) business days after the Response
26 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
27 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
28 with all of its obligations under this Agreement, including, but not limited to, its mailing

of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. 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.

7.10. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) 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.

7.11. 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.

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

7.13. 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 of the Final Approval Hearing and copies of the Settlement Agreement, Joint Stipulation for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free

telephone number to receive Class Member calls, faxes, and emails.

7.14. Class Members' Options.

7.14.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the

1 final authority to make decisions consistent with the terms of this Agreement
2 on the validity or timeliness of a Request for Exclusion. The Court's decision
3 shall be final and not appealable or otherwise susceptible to challenge.

4 7.14.1.1. Every Class Member who does not submit a timely and valid
5 Request for Exclusion is deemed to be a Participating Class Member
6 under this Agreement, entitled to all benefits and bound by all terms and
7 conditions of the Settlement, including the Participating Class Members'
8 Release under Paragraph 5.1 of this Agreement, regardless of whether the
9 Participating Class Member actually receives the Class Notice or objects
10 to the Settlement.

11 7.14.1.2. Every Class Member who submits a valid and timely Request for
12 Exclusion is a Non-Participating Class Member and shall not receive an
13 Individual Class Payment or have the right to object to the class action
14 components of the Settlement. Non-Participating Class Members who are
15 Aggrieved Employees are deemed to release the claims identified in
16 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
17 Payment.

1 7.14.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
2 five (45) calendar days after the Administrator mails the Class Notice (plus an
3 additional fourteen (14) calendar days for Class Members whose Class Notice is
4 re-mailed) to challenge the number of Workweeks allocated to the Class Member
5 in the Class Notice. A Class Member may challenge the allocation by sending a
6 Challenge to Calculation of Workweeks to the Administrator. The Challenge to
7 Calculation of Workweeks must be timely. To be timely, the Challenge to
8 Calculation of must be postmarked no later than the Response Deadline. The
9 postmark date will be the exclusive means of determining whether a Challenge to
10 Calculation of Workweeks has been timely submitted. The Administrator must
11 encourage the challenging Class Member to submit supporting documentation. In
12 the absence of any contrary documentation, the Administrator is entitled to
13 presume that the Workweeks contained in the Class Notice are correct so long as
14 they are consistent with the Class Data. The Administrator shall promptly provide
15 copies of all Challenges to Calculation of Workweeks to Defense Counsel and
16 Class Counsel. The Administrator, Class Counsel, and Defense Counsel may
17 attempt to resolve all Class Member challenges over the calculation of
18 Workweeks. However, the Court has the final authority to make decisions
19 consistent with the terms of this Agreement on all Challenges to Calculation of
20 Workweeks The Court's decision shall be final and not appealable or otherwise
21 susceptible to challenge.

22 7.14.3. Objections to Settlement.

23 7.14.3.1. Only Participating Class Members may object to the class
24 action components of the Settlement and this Agreement, including
25 contesting the fairness of the Settlement and the amounts requested for
26 the Class Counsel Fees Payment, Class Counsel Litigation Expenses
27 Payment, Administration Expenses Payment, and Class Representative
28 Service Payment.

1 7.14.3.2. Each Participating Class Members shall have forty-five (45)
2 calendar days after the Administrator mails the Class Notice (plus an
3 additional fourteen (14) calendar days for Class Members whose Class
4 Notice is re-mailed) to object, in writing, to the class action
5 components of the Settlement and/or this Agreement, including
6 contesting the fairness of the Settlement and/or amounts requested for
7 the Class Counsel Fees Payment, Class Counsel Expenses Payment
8 and/or Class Representative Service Payment. A Participating Class
9 Member may object to the Settlement by (1) appearing at the Final
10 Approval Hearing and verbally objecting to the Settlement or any term
11 thereof; and/or (2) sending a written Objection to the Administrator.
12 The written Objection must be valid and timely. To be valid, the
13 written Objection must (1) include the Class Member's full name,
14 address, telephone number, and signature, the contact information for
15 any attorney representing the objecting Class Member, if any, and the
16 factual and legal bases for the Objection, including any supporting
17 papers, briefs, written evidence, declarations, and/or other evidence;
18 (2) state the case name and number of the Action; and (3) be mailed to
19 the specified physical address of the Administrator. To be timely, the
20 written Objection must be postmarked no later than the Response
21 Deadline. The postmark date will be the exclusive means of
22 determining whether a written Objection has been timely submitted.
23 The Administrator, Class Counsel, and Defense Counsel may attempt
24 to resolve any Class Member disputes on the validity or timeliness of a
25 written Objection. However, the Court has the authority to make final
26 decisions consistent with the terms of this Agreement on the validity
27 or timeliness of a written Objection. The Court's decision shall be final
28 and not appealable or otherwise susceptible to challenge.

7.14.3.3. Non-Participating Class Members have no right to object

to any of the class action components of the Settlement.

8. ESCALATOR CLAUSE.

8.0. The Gross Settlement Amount was negotiated based on Defendant's estimation that as of July 29, 2025, there are 50,000 aggregate workweeks in the Class Period and 25,000 pay periods in the PAGA Period. If the actual number of workweeks is more than 12% of the estimated count (i.e., if the actual number of workweeks is more than 60,000), then Defendant at its exclusive discretion shall either (1) end the Class Period on the date on which the total number of workweeks is no more than 60,000, or (2) agrees to make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional workweek above the escalator. Under the first option, no additional payment is necessary. Defendant agrees to make this determination within 30 days prior to the hearing set for preliminary approval, and Defendant agrees to submit a declaration prior to the hearing as to whether the escalator was triggered and if so, Defendant's selection under the escalator. Plaintiff agrees to file the declaration if Defendant provides it to Plaintiff's Counsel at least 17 court days prior to the hearing set for preliminary approval. The Gross Settlement Amount shall remain unchanged if the actual number of PAGA Pay Periods is more than the estimated count.

9. DEFENDANT'S RIGHT TO WITHDRAW.

9.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

10. FINAL APPROVAL.

10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared

Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

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 five (5) court days before 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 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment 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 the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses Payments set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendant, on the other.

11. AMENDED JUDGMENT.

11.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued

litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

12.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the 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.

12.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement.

1 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
2 Settlement, whether oral, written, or electronic (including the World Wide Web), to say
3 the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with
4 the Settlement terms. Nothing in this Section is intended to interfere with Class
5 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
6 including but not limited to: (1) as required by law; (2) as required under the terms of the
7 Settlement; and/or (3) as required under counsel's duties and responsibilities as Class
8 Counsel. This Settlement shall not be advertised or mentioned on any source, including
9 Plaintiff's Counsel's personal or firm website.

10 12.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
12 this Agreement after arm's-length negotiations and in the context of adversarial
13 litigation, taking into account all relevant factors, present and potential. The Parties
14 further acknowledge that they are each represented by competent counsel and that they
15 have had an opportunity to consult with their counsel regarding the fairness and
16 reasonableness of this Settlement.

17 12.5. No Solicitation. The Parties separately agree that they and their respective counsel and
18 employees will not solicit any Class Member to opt out of or object to the Settlement, or
19 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
20 Counsel's ability to communicate with Class Members in accordance with Class
21 Counsel's ethical obligations owed to Class Members.

22 12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
23 together with its attached Exhibit, shall constitute the entire agreement between the
24 Parties relating to the Settlement, superseding any and all oral representations,
25 warranties, covenants, or inducements made to or by any Party.

26 12.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
27 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
28 appropriate action required or permitted to be taken by such Parties pursuant to this

1 Agreement to effectuate its terms, and to execute any other documents reasonably
2 required to effectuate the terms of this Agreement including any amendments to this
3 Agreement.

4 12.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
5 the Court will first attempt to construe the provision as valid to the fullest extent possible
6 consistent with applicable precedents to define all provisions of this Agreement as valid
7 and enforceable.

8 12.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
9 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant,
11 right, or remedy.

12 12.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in
13 good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence, and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the
16 form or content of any document necessary to implement the Settlement, or on any
17 modification of the Agreement that may become necessary to implement the Settlement,
18 the Parties will seek the assistance of a mediator and/or the Court for resolution.

19 12.11. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
21 or encumber to any person or entity and portion of any liability, claim, demand, action,
22 cause of action, or right released and discharged by the Party in this Settlement.

23 12.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
25 be relied upon as such within the meaning of United States Treasury Department
26 Circular 230 (31 CFR Part 10, as amended) or otherwise.

27 12.13. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed by all Parties

or their representatives, and approved by the Court.

12.14. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

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

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

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

12.18. 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 in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (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, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.19. 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.

12.20. 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

1 a weekend or federal legal holiday, such date or deadline shall be on the first business
2 day thereafter.

3 12.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts
4 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
5 Agreement shall be accepted as an original. All executed counterparts and each of them
6 will be deemed to be one and the same instrument if counsel for the Parties will
7 exchange between themselves signed counterparts. Any executed counterpart will be
8 admissible in evidence to prove the existence and contents of this Agreement.

9 12.22. Binding Agreement. The Parties warrant that they understand and have full authority to
10 enter into this Settlement, intend that this Agreement will be fully enforceable and
11 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
12 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
13 that otherwise might apply under federal or state law. Plaintiff, and not his
14 representative(s), must personally execute this Agreement. An authorized officer of
15 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
16 become binding and enforceable pursuant to CCP section 664.6.

17 12.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
18 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
19 further agree that upon the signing of this Agreement that pursuant to CCP section
20 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
21 entire period of this settlement process.

22 *Signatures on the following page.*
23
24
25
26
27
28

Plaintiff & Class Representative:

Dated: 7/6/2026

Signed by:

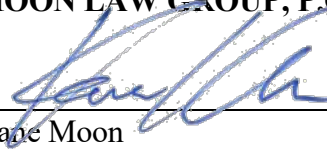
7296C08D99B4497...

By: _____
Plaintiff, Florentino Nunez

Plaintiff's Counsel:

Dated: July 10, 2026

MOON LAW GROUP, P.C.

By:  _____
Kane Moon

Attorneys for Plaintiff

Defendant:

Dated: _____, 2026

By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: _____, 2026

MUSICK, PEELER & GARRETT LLP

By: _____
Kristine E. Kwong, Esq.

Attorneys for Defendant