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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

FELIPE ALVAREZ, an individual, and
DAMON ALEXANDER WILLIAMS, an
individual, on behalf of themselves and
others similarly situated,

Plaintiffs,

vs.

INNOVATIVE CONSTRUCTION
SOLUTIONS, a California corporation; and
DOES 1 through 50, inclusive,

Defendants

Case No. 30-2024-01399590-CU-OE-CXC

CLASS ACTION

Assigned for all purposes to:
Hon. Melissa R. McCormick
Dept.: CX105

**CLASS AND PAGA ACTION SETTLEMENT
AGREEMENT**

Original Complaint Filed: May 15, 2024
First Amended Class Complaint: July 29, 2024
Second Amended Class Complaint: July 17, 2025
Trial Date: none set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiffs Felipe Alvarez and Damon Alexander Williams (“Plaintiffs”) and Innovative
3 Construction Solutions (“Defendant”). The Agreement refers to Plaintiffs and Defendant
4 collectively as “the Parties,” or individually as “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant
7 captioned *Alvarez, et al. v. Innovative Construction Solutions*, filed on May 15, 2024; First Amended
8 Complaint adding PAGA Cause of Action filed on July 29, 2024, and Second Amended Complaint
9 filed on July 17, 2025, in Orange County Superior Court.

10 2. “Administrator” means Apex Class Action administrators (“Apex”), and Apex is the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount the Administrator will be paid from the
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid the parties have received from Apex for \$13,000.00.

15 4. “Aggrieved Employee” means all Class Members who worked during the PAGA
16 Period (i.e. the period from May 15, 2023, through August 24, 2025).

17 5. “Class” means all non-exempt, hourly individuals that worked for Defendant in
18 California during the Settlement Class Period (i.e. the period from May 15, 2020, to August 24,
19 2025).

20 6. “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J.
21 Kim, and Antonia McKee and the other attorneys of D.Law, Inc.

22 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request
24 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$ 253,333.33.

25 8. “Class Counsel Litigation Expenses Payment” means the amount ultimately allocated
26 from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and
27 costs incurred in the Action.

28 9. “Class Data” means Class Member identifying information in Defendant’s possession

including the Class Member’s name, last-known mailing address, Social Security number, number of Workweeks during the Class Period and number of PAGA Pay Periods worked during the PAGA Period.

10. “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).

11. “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.

12. “Class Notice” means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement.

13. “Class Period” means the period from May 15, 2020, through August 24, 2025.

14. “Class Representative” means the named plaintiffs, Felipe Alvarez and Damon Alexander Williams, in the Action seeking Court approval to serve as Class Representatives.

15. “Class Representative Enhancement Award” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

16. “Court” means the Superior Court of California, County of Orange.

17. “Defendant” means named Defendant Innovative Construction Solutions.

18. “Defense Counsel” means Michael J. Studenka and Jessica Garland of Newmeyer & Dillion LLP.

19. “Effective Date” means the date the Court enters Judgment upon Final Approval.

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

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

22. “Gross Settlement Amount” means \$760,000.00 (Seven Hundred Sixty Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement.

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.

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.

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

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

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

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

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.

30. “Operative Complaint” means the operative Second Amended Complaint filed in the Action on July 17, 2025.

31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least a portion of one day during the PAGA Period.

32. “PAGA Period” means the period from May 15, 2023, through August 24, 2025.

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

34. “PAGA Notice” means Plaintiffs’ May 15, 2024, letter to LWDA (LWDA Case No. LWDA-CM-1028418-24) and the Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the

Gross Settlement Amount (\$60,000.00), allocated 25% to the Aggrieved Employees (\$15,000.00) and 75% to LWDA (\$45,000.00) in settlement of PAGA claims.

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

37. “Plaintiffs” means Felipe Alvarez and Damon Alexander Williams, the named plaintiffs in the Action.

38. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

39. “Release Effective Date” means the date Plaintiffs, Class Members, and Aggrieved Employees effectively release all claims against the Released Parties. For the Participating Class Members and Aggrieved Employees, the Release Effective Date occurs on the later of the Effective Date and the date Defendant fully funds the Gross Settlement Amount.

40. “Released Class Claims” means the class claims being released on the Release Effective Date as defined in Section 66.

41. “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as defined in Section 67.

42. “Released Parties” means: Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

44. “Response Deadline” means sixty (60) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement, or (c) fax, email, or mail his or her challenge estimated number of Workweeks or PAGA Pay Periods. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

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

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

B. RECITALS.

47. On May 15, 2024, Plaintiff Alvarez commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to pay minimum wages, (2) Failure to pay wages and overtime under Labor Code section 510, (3) Meal period liability under Labor Code section 226.7, (4) Rest break liability under Labor Code section 226.7, (5) Failure to Pay Reporting Time Under 8 CCR § 11160(5), (6) Violation of Labor Code section 226(a), (7) Violation of Labor Code section 221, (8) Violation of Labor Code section 204, (9) Violation of Labor Code section 203, (10) Failure to maintain records required under Labor Code sections 1174 and 1174.5, (11) Failure to reimburse necessary business expenses under Labor Code section 2802; and (12) Violation of Business & Professions Code section 17200, *et seq.* On May 15, 2024, and pursuant to Labor Code §2699.3, subd. (a), Plaintiff Alvarez gave timely notice to the LWDA and Defendant that he intended to proceed with a representative action under PAGA (LWDA-CM-1028418-24). On September 25, 2024, after the 65-day statutory period passed, Plaintiff Alvarez filed his First Amended Complaint, which added claims for civil penalties under PAGA, Labor Code §2698. On July 17, 2025, Plaintiffs filed a Second Amended Complaint adding Damon Alexander Williams as named Plaintiff in the Action (“Operative Complaint”).

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

49. On June 24, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Steve Rottman and were able to reach an agreement on general settlement terms.

50. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Plaintiffs’ counsel provided Defendant’s counsel with a

comprehensive listing of informal discovery items required to constructively mediate. Defendant responded by producing a representative sampling of timekeeping and corresponding payroll records for putative class members, along with relevant policy documents, an explanation of pay codes, and summary numbers for class members and workweeks and the like. Prior to mediation, Plaintiffs obtained and analyzed the production of payroll data 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. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

51. The Court has not granted class certification and the parties are stipulating to conditional class certification for Settlement purposes only.

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

C. MONETARY TERMS.

53. Gross Settlement Amount. Except as otherwise provided by Paragraph 80 below, Defendant will pay \$760,000.00 (Seven Hundred Sixty Thousand Dollars and Zero Cents). The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which Defendant will pay separately.

54. Schedule for Payment of the 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 ten (10) days after the Effective Date into a Qualified Settlement Fund established by the Settlement Administrator.

55. Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross Settlement Amount by the deadlines set forth in Paragraph 54 and pursuant to the Administrator's payment timeline, and such failure continues for more than thirty (30) days after written notice from the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will

1 incur interest at the statutory rate for a judgment for wages under California law. Any such interest
2 accrued will be distributed pro rata to the Participating Class Members or otherwise as directed by
3 the Court. Defendant shall have no right to transferred funds, or to alter the schedule set forth in
4 Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the
5 meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue
6 during the time that any Paragraph 54 issue is submitted to and is before the Court.

7 56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
8 this Agreement, the Administrator will make and deduct the following payments from the Gross
9 Settlement Amount in the amounts specified by the Court in the Final Approval:

10 56.1 To Plaintiffs: A payment for the Class Representative Enhancement Award to the Class
11 Representatives, Felipe Alvarez and Damon Alexander Williams, of not more than \$10,000.00 (Ten
12 Thousand Dollars and Zero Cents) each, \$20,000.00 total in addition to any Individual Class
13 Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as
14 Participating Class Members. Defendant will not oppose Plaintiffs' request for a Class
15 Representative Enhancement Award that does not exceed this amount. As part of the motion for the
16 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek
17 Court approval for any Class Representative Enhancement Award. If the Court approves a Class
18 Representative Enhancement Award less than the amount requested, the Administrator will retain
19 the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
20 Administrator will pay the Class Representatives Enhancement Award using IRS Form 1099.
21 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
22 Representatives' Enhancement Award.

23 56.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
24 Gross Settlement Amount, that is up to \$253,333.33, and a Class Counsel Litigation Expenses
25 Payment of up to \$50,000.00 for actual costs incurred in the Action. Defendant will not oppose
26 requests for these payments. Plaintiffs and/or Class Counsel will file a motion requesting Class
27 Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16)
28 court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court

1 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
2 than the amounts requested, the Administrator will allocate the remainder to the Net Settlement
3 Amount for distribution to Participating Class Members. The Administrator will pay the Class
4 Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099
5 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel
6 Fees Payment and the Class Counsel Litigation Expenses Payment.

7 56.3 To the Administrator: An Administration Costs payment not to exceed Thirteen
8 Thousand Dollars and Zero Cents (\$13,000.00) except for a showing of good cause and as
9 approved by the Court. To the extent the Administration Costs are less or the Court approves
10 payment of less than \$13,000.00, the Administrator will retain the remainder in the Net Settlement
11 Amount to be distributed to Participating Class Members.

12 56.4 To Each Participating Class Member: An Individual Class Payment is calculated by
13 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
14 Participating Class Members during the Class Period, and (b) multiplying the result by each
15 individual Participating Class Member's Workweeks.

16 56.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class
17 Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The
18 Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each
19 Participating Class Member's Individual Class Payment will be allocated to interest and penalties
20 (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be
21 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability
22 for any employee taxes owed on their Individual Class Payment.

23 56.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class
24 Payments. Non-Participating Class Members will not receive any Individual Class Payments. The
25 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement
26 Amount for distribution to Participating Class Members on a pro-rata basis.

27 56.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
28 \$60,000.00 (Sixty Thousand Dollars and Zero Cents) will be paid from the Gross Settlement

Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement.

56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$15,000.00 by the total number of PAGA 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.

56.5(b) 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.

D. SETTLEMENT FUNDING AND PAYMENTS.

57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data gathered through mediation, it is estimated there were 428 Class Members who collectively worked a total of **25,005** Workweeks from May 15, 2020, to June 17, 2025, and 215 Aggrieved Employees who worked a total of approximately 12,302 PAGA Pay Periods from May 15, 2023, through June 17, 2025.

58. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the

1 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
2 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

3 59. Payments from the Gross Settlement Amount. The monies to be distributed to
4 Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be
5 paid to them by the Administrator within ten (10) days following the receipt of the Gross Settlement
6 Amount by the Settlement Administrator from Defendant.

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

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

25 62. For any Class Member whose Individual Class Payment check or Individual PAGA
26 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
27 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
28 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of

California Code of Civil Procedure Section 384, subd. (b).

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

E. RELEASES OF CLAIMS. On the Release Effective Date, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

64. Release by Participating Class Members: All Participating Class Members release the Released Parties from all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint (“Released Class Claims”). The Released Class Claims are those that accrued during the Class Period.

65. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for civil penalties under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims are those that accrued during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

66. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval. Defendant may file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

67. Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (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; existence 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;

1 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense
2 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
3 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
4 and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its
5 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
6 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
7 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd.
8 (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members,
9 and/or the Administrator. Plaintiffs will obtain a prompt hearing date for the Motion for Preliminary
10 Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the
11 hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval to the
12 Administrator.

13 68. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions
14 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
15 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
16 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

17 **G. SETTLEMENT ADMINISTRATION.**

18 69. Selection of Administrator. The Parties have jointly selected Apex to serve as the
19 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound
20 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
21 for payment of Administration Costs. The Parties and their Counsel represent that they have no
22 interest or relationship, financial or otherwise, with the Administrator other than a professional
23 relationship arising out of prior experiences administering settlements.

24 70. Employer Identification Number. The Administrator shall have and use its own
25 employer identification number for purposes of calculating payroll tax withholdings and providing
26 reports to state and federal tax authorities.

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

section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF will be fully funded in one payment as addressed above.

72. Notice to Class Members.

75.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

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

75.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice to Class Members whose Class Notice is returned by the USPS a second time.

75.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days (fourteen) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 75.5 If the Administrator, Plaintiff, Defendant, Defense Counsel, or Class Counsel is
2 contacted by or otherwise discovers any persons who believe they should have been included in the
3 Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in
4 person or by telephone, and in good faith in an effort to agree on whether to include them as Class
5 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
6 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
7 Notice requiring them to exercise options under this Agreement not later than fourteen (14) days
8 after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9 73. Requests for Exclusion (Opt-Outs).

10 76.1 Class Members who wish to exclude themselves from (opt-out of) the Class portion of
11 the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
12 Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an
13 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for
14 Exclusion is a letter from a Class Member that reasonably communicates the Class Member's
15 election to be excluded from the Class portion of the Settlement and includes the Class Member's
16 name, address and email address or telephone number. To be valid, a Request for Exclusion must be
17 timely faxed, emailed, or postmarked by the Response Deadline.

18 76.2 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. If the Administrator has reason to
22 question the authenticity of a Request for Exclusion, the Administrator may demand additional proof
23 of the Class Member's identity. Although the Administrator may make the initial decision regarding
24 any disputes over the validity or authenticity of a Request for Exclusion, the Court may review any
25 decision made by the Administrator regarding a dispute over the validity or authenticity of Requests
26 for Exclusion.

27 76.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
28 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound

1 by all terms and conditions of the Settlement.

2 76.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
3 Participating Class Member and shall not receive an Individual Class Payment or have the right to
4 object to the Class portion of the Settlement. Non-Participating Class Members who are Aggrieved
5 Employees are deemed to release the Released PAGA Claims identified in Paragraph 65 of this
6 Agreement and are eligible for an Individual PAGA Payment.

7 74. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)
8 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class
9 Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay
10 Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the
11 allocation by communicating with the Administrator via fax, email or mail. The Administrator must
12 encourage the challenging Class Member to submit supporting documentation. In the absence of any
13 contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA
14 Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class
15 Data. Although the Administrator may make the initial decision regarding any disputes over the
16 calculation of Workweeks and/or PAGA Pay Periods, the Court may review any decision made by
17 the Administrator regarding a dispute over the calculation of Workweeks and/or PAGA Pay Periods.
18 The Parties shall file with the Court all challenges submitted by Class Members, the evidence
19 submitted, and the resolution of the challenges.

20 75. Objections to Settlement.

21 78.1 Only Participating Class Members may object to the Class portion of the Settlement
22 and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested
23 for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
24 Representative Enhancement Award.

25 78.2 Participating Class Members may send written objections to the Administrator, by fax,
26 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
27 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must do so

not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

78.3 Non-Participating Class Members have no right to object to the Class portion of the Settlement.

76. 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.

79.1 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 Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Enhancement Award, the Final Approval, 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.

79.2 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 submitted (whether valid or invalid).

79.3 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 PAGA 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

1 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

2 79.4 Administrator's Declaration. Not later than five (5) days after the Response Deadline,
3 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for
4 filing in Court attesting to its due diligence and compliance with all of its obligations under this
5 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of
7 Requests for Exclusion it received (both valid or invalid), the number of written objections and attach
8 the Exclusion List. The Administrator will supplement its declaration as needed or requested by the
9 Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in
10 Court.

11 79.5 Final Report by Settlement Administrator. Within ten (10) days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
13 and Defense Counsel with a final report detailing its disbursements by employee identification
14 number only of all payments made under this Agreement. At least fifteen (15) days before any
15 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
17 required under this Agreement. Class Counsel is responsible for filing the Administrator's
18 declaration in Court.

19 77. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on data gathered
20 through the June 24, 2025, mediation, it is estimated that there are 428 Class Members who
21 collectively worked a total of **25,005** Workweeks from May 15, 2020, to June 17, 2025. If it is
22 determined that the total number of Workweeks during the Class Period is greater than **27,505** (i.e.
23 a 10% increase over 25,005 workweeks), the Gross Settlement Amount will be increased
24 proportionally by the Workweeks worked in excess of 27,505 Workweeks multiplied by the per
25 Workweek value. Alternatively, Defendant may elect to shorten the Class Period and PAGA Period
26 such that the total Workweek count does not exceed 27,505. Defendant must elect to exercise this
27 option prior to the hearing on Plaintiffs' Motion for Preliminary Approval. If this escalator clause is
28 triggered thereby increasing the Gross Settlement Amount, the Parties agree that the portion of the

1 Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total
2 amount of attorneys' fees remains one-third of the increased Gross Settlement Amount.

3 **F. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
4 Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class
5 Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties
6 agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect
7 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
8 provided, however, Defendant will remain responsible for paying all Administration Costs incurred
9 to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later
10 than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late
11 elections will have no effect.

12 **G. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
13 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
14 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
15 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final
16 Approval; and a proposed Judgment (collectively "Motion for Final Approval").

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

21 79. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the scope of release
23 to be granted by Class Members), the Parties will expeditiously work together in good faith to
24 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
25 Court's decision to award less than the amounts requested for the Class Representative Enhancement
26 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
27 Administration Costs shall not constitute a material modification to the Agreement within the
28 meaning of this paragraph.

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

5 81. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
7 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
8 counsel, and all Participating Class Members who did not object to the Settlement as provided in
9 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
10 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
11 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
12 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
13 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
14 and the Judgment becomes final. In the event that the Court reduces or does not approve the
15 requested Class Counsel Fees Payment and/or Class Litigation Expenses Payment, Class Counsel
16 reserve their right to appeal such order, however, Plaintiff and/or Class Counsel will not request or
17 demand an increase to the Gross Settlement Amount on that basis.

18 82. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
19 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
20 modification of this Agreement (including, but not limited to, the scope of release to be granted by
21 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
22 work together in good faith to address the appellate court's concerns and to obtain Final Approval
23 and Judgment. Any additional Administration Costs reasonably incurred after remittitur shall be paid
24 from the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's
25 award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class
26 Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment
27 within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

28 **H. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil

1 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
2 judgment.

3 **I. ADDITIONAL PROVISIONS.**

4 83. No Admission of Liability, Class Certification or Representative Manageability for
5 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
6 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
7 of the allegations in the Operative Complaint has merit or that Defendant has any liability for any
8 claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's
9 defenses in the Action have merit. The Parties agree that class certification and representative
10 treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant
11 Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest
12 certification of any class for any reason, Defendant reserves all available defenses to the claims in
13 the Action, and Plaintiffs reserves the right to move for class certification on any grounds available
14 and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
15 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation
16 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

5 91. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 92. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
9 the benefit of, the successors of each of the Parties.

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

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

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

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

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

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

28 To Plaintiffs:

D.LAW, INC.

David Yeremian

d.yeremian@d.law

Alvin B. Lindsay

a.lindsay@d.law

Enoch J. Kim

e.kim@d.law

Antonia McKee

a.bliznets@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

To Defendant:

NEWMAYER & DILLION LLP

Michael J. Studenka

Michael.Studenka@ndlf.com

Jessica L. Garland

Jessica.Garland@ndlf.com

895 Dove Street, Second Floor

Newport Beach, CA 92660

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

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

101. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §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. Not 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, Plaintiffs 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.

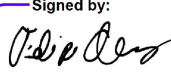
102. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

103. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision had never been included herein.

IT IS SO AGREED.

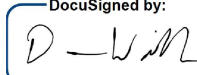
By the Parties:

DATED: 12/27/2025

Signed by:

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Plaintiff Felipe Alvarez

DATED: 1/10/2026

DocuSigned by:

5A9FC1C3391A457...

Plaintiff Damon Alexander Williams

DATED: _____

Defendant Innovative Construction Solutions

By: _____

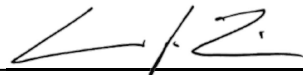
Position: _____

APPROVED AS TO FORM ONLY:

By the Parties' Counsel:

DATED: 1/5/2026

D.LAW, INC.

By: 
David Yeremian
Alvin Lindsay
Enoch J. Kim
Antonia McKee
Counsel for Plaintiffs, Felipe Alvarez and Damon
Alexander Williams

DATED: _____

NEWMAYER & DILLION LLP

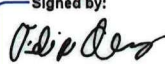
By: _____
Michael J. Studenka
Jessica Garland
Attorneys for Defendant, Innovative Construction
Solutions

EXHIBIT A

1 **IT IS SO AGREED.**

2 By the Parties:

3 DATED: 12/27/2025

Signed by:

E85740F823114C6...

Plaintiff Felipe Alvarez

5 DATED: _____

Plaintiff Damon Alexander Williams

8 DATED: 1/23/2026

Defendant Innovative Construction Solutions

By: Hirad Emadi

Position: President

14 **APPROVED AS TO FORM ONLY:**

15 By the Parties' Counsel:

16 DATED: 1/5/2026

D.LAW, INC.

By: 

David Yeremian
Alvin Lindsay
Enoch J. Kim
Antonia McKee
Counsel for Plaintiffs, Felipe Alvarez and Damon
Alexander Williams

23 DATED: 1/26/26

NEWMAYER & DILLION LLP

By: 

Michael J. Studenka
Jessica Garland
Attorneys for Defendant, Innovative Construction
Solutions

EXHIBIT A