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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JADE MARIE ADKINS and EDWARD CAGE, individuals and on behalf of all others similarly situated, Plaintiffs,

Plaintiffs,

v.

KOAM ENGINEERING SYSTEMS, INC., a Delaware Corporation; BILLY BRYANT, an individual; and DOES 1 through 100, inclusive,

Defendants.

LEAD CASE NO.: 24CU007753C

RELATED CASE NO.: 24CU018806C

[Assigned for all purposes to Honorable Hon. Gregory W. Pollack in Dept. C-71]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: August 22, 2024

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement ("Agreement") is made by and
2 between plaintiffs Jade Marie Adkins (Plaintiff Adkins) and Edward Cage (Plaintiff Cage)
3 (together, "Plaintiffs") and defendant KOAM Engineering Systems, Inc. ("Defendant"). The
4 Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

5
6 **1. DEFINITIONS**

7 1.1. "Actions" means the Plaintiffs' lawsuits alleging class action wage and hour violations
8 and representative claims under the California Private Attorneys General Act ("PAGA") against
9 Defendant, as follows: (i) *Jade Marie Adkins and Edward Cage v. KOAM Engineering Systems,*
10 *Inc., et al.*, San Diego County Superior Court, Case No. 24CU007753C, filed on August 22, 2024
11 ("Class Action") and (ii) *Jade Marie Adkins v. Koam Engineering Systems, Inc., et al.*, San Diego
12 County Superior Court, Case No. 24CU018806C, filed on October 23, 2024 ("PAGA Action").

13 1.2. "Administrator" means Apex Class Action, LLC the neutral entity the Parties have agreed
14 to appoint to administer the Settlement.

15 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid
16 from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the
17 Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary
18 Approval of the Settlement.

19 1.4. "Aggrieved Employee" means each hourly-paid, non-exempt employee who performed
20 work in California and who is or was formerly employed by Defendant within the State of
21 California during the PAGA Period.

22 1.5. "Class" means all persons currently or formerly employed by Defendant in California as
23 non-exempt, hourly-paid employees within the State of California who worked for Defendants
24 during the Class Period and have not previously released their claims through a separate
25 agreement with Defendant.

26 1.6. "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
27 P.C.

28 1.7. "Class Counsel Fees Payment" means an award of attorneys' fees granted to Class

1 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will
2 request approval from the Court of up to thirty-five (35) percent) of the Gross Settlement Amount
3 (currently 210,000.00) and that Defendant and Defense Counsel shall not object to said request.

4 1.8. "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class
5 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action
6 and paid from the Gross Settlement Amount not to exceed \$30,000.00

7 1.9. "Class Data" means Class Member identifying information in Defendant KOAM
8 Engineering System's custody, possession, or control, including the Class Member's (1) name;
9 (2) last known mailing address; (3) last known telephone number; (4) Social Security Number;
10 and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or
11 separation date(s)).

12 1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either
13 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
14 Class Member who qualifies as an Aggrieved Employee).

15 1.11. "Class Member Address Search" means the Administrator's investigation and search for
16 current Class Member mailing addresses using all reasonably available sources, methods and
17 means including, but not limited to, the National Change of Address database, skip traces, and
18 direct contact by the Administrator with Class Members.

19 1.12. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
20 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
21 Class Members in English with a Spanish translation, without material variation, in the form
22 attached as Exhibit A and incorporated by reference into this Agreement.

23 1.13. "Class Period" means the period from August 22, 2020 through September 10, 2025.

24 1.14. "Class Representative(s)" means Jade Marie Adkins and Edward Cage.

25 1.15. "Class Representative Service Payment(s)" means the payments to the individual Class
26 Representatives for initiating the Actions and providing services in support of the Actions, which
27 shall not exceed \$10,000.00 for Jade Marie Adkins and \$7,500.00 for Edward Cage.

1.16. "Court" means the Superior Court of California, County of San Diego.

1.17. "Defendant" means named Defendant Koam Engineering Systems, Inc. and Billy Bryant.

1.18. "Defense Counsel" means Jennifer A. Kearns of Duane Morris LLP.

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

1.20. "Final Approval" means the Court's order granting final approval of this Settlement.

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

1.22. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval of this Settlement.

1.23. "Gross Settlement Amount" means \$600,000.00 (Six Hundred Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and excepting any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which will be calculated by the Administrator and separately remitted by Defendant KOAM. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and Administrator's Expenses.

1.24. "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, as detailed more specifically in Section 3.2.4. hereof.

1 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of
2 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
3 the PAGA Period, as detailed more specifically in Section 3.2.5.1. hereof.

4 1.26. "Judgment" means the judgment entered by the Court based upon Final Approval.

5 1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency
6 entitled, under Labor Code section 2699, subd. (i), to receive sixty-five (65%) of the portion of
7 the Gross Settlement Amount allocated to PAGA Penalties.

8 1.28. "LWDA PAGA Payment" means 65% of the portion of the Gross Settlement Amount
9 allocated to PAGA Penalties, which amount shall be paid to the LWDA pursuant to Labor Code
10 section 2699, subd. (i).

11 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following
12 payments in the amounts approved by the Court: (i) PAGA Penalties payment, (ii) Class
13 Representative Service Payments, (iii) Class Counsel Fees Payment, (iv) Class Counsel
14 Litigation Expenses Payment, and (v) Administration Expenses Payment. The remainder is the
15 Net Settlement Amount and shall be paid to Participating Class Members as Individual Class
16 Payments.

17 1.30. "Non-Participating Class Member" means any Class Member who opts out of the
18 Settlement by sending the Administrator a valid and timely Request for Exclusion. Non-
19 Participating Class Members shall not receive Individual Class Payments but will receive their
20 proportionate share of PAGA Penalties if they are Aggrieved Employees.

21 1.31. "Operative Class Complaint" means the operative class action complaint filed in the Class
22 Action initiated on August 22, 2024.

23 1.32. "Operative PAGA Complaint" means the operative representative PAGA complaint filed
24 in the PAGA Action initiated on October 23, 2024.

25 1.33. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
26 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
27 applicable), and termination dates (as applicable), but excluding any Pay Periods during the
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1 PAGA Period in which the Aggrieved Employee did not work (such as vacation weeks, leaves
2 of absence).

3 1.34. "PAGA Period" means the period from June 21, 2023 through the end of the Class Period.

4 1.35. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

5 1.36. "PAGA Notice" means Plaintiff Jade Marie Adkins' June 21, 2024 letter sent to Defendant
6 and the LWDA providing notice pursuant to Labor Code section 2699.3 subd. (a).

7 1.37. "PAGA Penalties" means the sum of One Hundred Thousand Dollars (\$100,000.00),
8 which shall be the total amount of PAGA civil penalties to be paid from the Gross Settlement
9 Amount, and which shall be allocated as follows: Thirty-Five Percent (35%) to the Aggrieved
10 Employees (\$35,000.00) and Sixty-Five Percent (65%) to the LWDA (\$65,000.00) in settlement
11 of the PAGA claims.

12 1.38. "Participating Class Member" means a Class Member who does not submit a valid and
13 timely Request for Exclusion from the Settlement.

14 1.39. "Plaintiffs" means Jade Marie Adkins and Edward Cage, the named plaintiffs in the
15 Actions.

16 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
17 Settlement.

18 1.41. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval
19 and Approval of PAGA Settlement.

20 1.42. "Released Class Claims" means the claims being released as described in Paragraph 5.2
21 below.

22 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3
23 below.

24 1.44. "Released Parties" means: Defendant Billy Bryant, Defendant Koam Engineering
25 Systems, Inc., and each of its past, present and future owners, parents, subsidiaries, partnerships,
26 and related entities and all of its current, former, and future officers, directors, agents, members,
27 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
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1 successors, assigns, accountants, insurers, reinsurers, independent contractors, and/or legal
2 representatives.

3 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be
4 excluded from the Class Settlement signed by the Class Member.

5 1.46. "Response Deadline" means the date that is forty-five (45) days after the Administrator
6 mails Notice to Class Members and Aggrieved Employees, and it shall be the last date on which
7 Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her
8 Objection to the Settlement. Class Members to whom Notice Packets are resent after having been
9 returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days
10 after the Response Deadline has expired. If the Response Deadline falls on a Saturday or Sunday,
11 the Response Deadline shall be extended to the following Monday, provided that such Monday
12 is not a national holiday. If the following Monday is a national holiday, the Response Deadline
13 shall be extended to the next day.

14 1.47. "Settlement" means the disposition of the Actions effected by this Agreement and by the
15 Court's entry of Judgment.

16 1.48. "Workweek" means any week during the Class Period in which a Class Member worked
17 at least one day during said week for Defendant KOAM, based on hire dates, re-hire dates (as
18 applicable), and termination dates (as applicable), but excluding any Workweeks in which a Class
19 Member performed no work for Defendant KOAM (for example, during vacation weeks or leaves
20 of absence and any other weeks of time during the Class Period in which the Class Member
21 performed no work for KOAM).

22 2. RECITALS

23 2.1. On August 22, 2024, Plaintiffs filed a class action complaint in San Diego Superior Court
24 (Case No. 24CU007753C) against Defendants Koam Engineering Systems, Inc. and Billy Bryant
25 alleging causes of action for: 1) Failure to Pay Overtime Wages; 2) Failure to Pay Minimum
26 Wages; 3) Failure to Provide Meal Periods; 4) Failure to Provide Rest Periods; 5) Waiting Time
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1 Penalties; 6) Wage Statement Violations; 7) Failure to Pay Timely Wages; 8) Failure to
2 Indemnify; 9) Violation of Labor Code § 227.3; and 10) Unfair Competition.

3 2.2. On October 23, 2024, Plaintiff Adkins commenced the PAGA Action by filing a second
4 complaint in San Diego Superior Court (Case No. 24CU018806C) against Defendants alleging a
5 single cause of action for civil penalties under the Private Attorneys' General Act ("PAGA")
6 based on the allegations set forth in her PAGA Notice (collectively, the "Actions").

7 2.3. Thereafter, the Parties agreed to exchange informal discovery in advance of attending
8 private mediation.

9 2.4. Prior to mediation, Class Counsel obtained through informal discovery: (a) time and
10 payroll records for a 33% sampling of Class Members; (b) a list of hire dates, termination dates,
11 and rates of pay for Class Members; (c) wage and hour policy documents; (d) contact information
12 for Class Members; and (e) Plaintiff's personnel materials, wage statements, and time records.

13 2.5. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
14 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
15 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

16 2.6. On February 24, 2025, the Parties participated in an all-day mediation presided over by
17 mediator Steve Pearl. The mediation was not successful. However, in the months thereafter, and
18 with the assistance of Mr. Pearl, the Parties continued to negotiate until they reached an
19 agreement to globally resolve all class and PAGA claims in the Actions.

20 2.7. The Court has not granted class certification because the Parties engaged in mediation
21 before any class certification.

22 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
23 other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25 3. MONETARY TERMS

26 3.1. Gross Settlement Amount. The Gross Settlement Amount is Six Hundred Thousand
27 Dollars (\$600,000.00). Except as otherwise provided by Paragraph 8.1 below, Defendant will
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1 pay \$600,000.00 to fully settle, resolve, and extinguish all claims asserted in the Actions,
2 including without limitation all claims asserted in the PAGA Notice and the Operative
3 Complaint.. The Gross Settlement Amount is non-reversionary and does not include employer
4 payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will
5 pay separately. Defendant has no obligation to pay the Gross Settlement Amount prior to the
6 deadline stated in Paragraph 4.3 of this Agreement.

7 3.2. Payments from the Gross Settlement Amount. The Administrator will deduct and make
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
9 in the Final Approval:

10 3.2.1. To Plaintiffs: Class Representative Service Payments to Plaintiff Adkins of not
11 more than \$10,000.00, and to Plaintiff Cage of not more than \$7,5000.00. Each
12 Plaintiff's Class Representative Service Payment shall be in addition to any Individual
13 Class Payment and any Individual PAGA Payment to which the Plaintiffs are entitled
14 in their capacities as Participating Class Members and Aggrieved Employees.
15 Defendant will not oppose Plaintiffs' request for a Class Representative Service
16 Payments that do not exceed these amounts. As part of the motion for Class Counsel
17 Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court
18 approval for any Class Representative Service Payments no later than 16 (sixteen) court
19 days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the
20 Court approves a Class Representative Service Payment less than the amount requested,
21 the Administrator will retain the remainder in the Net Settlement Amount to be
22 distributed to Participating Class Members. The Administrator will pay the Class
23 Representative Service Payments using IRS Form 1099. Plaintiffs assume full
24 responsibility and liability for employee taxes owed on the Class Representative Service
25 Payments.

26 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
27 Gross Settlement Amount, which is currently estimated to be \$210,000.00 and a Class
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1 Counsel Litigation Expenses Payment for actual costs of not more than \$30,000.00.
2 Defendant will not oppose requests for these payments provided that they do not exceed
3 these amounts. Plaintiffs and/or Class Counsel will endeavor to file a motion for Class
4 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 (sixteen)
5 court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If
6 the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
7 Expenses Payment less than the amounts requested, the Administrator will allocate the
8 remainder to the Net Settlement Amount for distribution to Participating Class
9 Members. Released Parties shall have no liability to Class Counsel or any other
10 Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee
11 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
12 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
13 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
14 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
15 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
16 or controversy regarding any division or sharing of any of these Payments.

17 3.2.3. To the Administrator: An Administrator Expenses Payment for actual costs, not
18 to exceed \$6,990.00 except for a showing of good cause and as approved by the Court.
19 To the extent the Administration Expenses are less or the Court approves payment less
20 than requested, the Administrator will retain the remainder in the Net Settlement
21 Amount to be distributed to Participating Class Members.

22 3.2.4. To Each Participating Class Member: An Individual Class Payment is calculated
23 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
24 by all Participating Class Members during the Class Period and (b) multiplying the result
25 by each Participating Class Member's Workweeks.

26 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
27 each Participating Class Member's Individual Class Payment will be allocated
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1 to settlement of wage claims (the "Wage Portion"). The Wage Portions are
2 subject to tax withholding and will be reported on an IRS W-2 Form. The
3 remaining eighty percent (80%) of each Participating Class Member's
4 Individual Class Payment will be allocated to settlement of claims for interest
5 and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not
6 subject to wage withholdings and will be reported on IRS 1099 Forms.
7 Participating Class Members assume full responsibility and liability for any
8 employee taxes owed on their Individual Class Payment.

9 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
10 Class Payments. Non-Participating Class Members will not receive any
11 Individual Class Payments. The Administrator will retain amounts equal to
12 their Individual Class Payments in the Net Settlement Amount for distribution
13 to Participating Class Members on a pro rata basis, based upon the total number
14 of each Participating Class Member's Workweeks as a fraction of the total
15 aggregate number of all Participating Class Members' Workweeks.

16 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
17 \$100,000.00 to be paid from the Gross Settlement Amount, with 65% (\$65,000.00)
18 allocated to the LWDA PAGA Payment and 35% (\$35,000.00) allocated to the
19 Individual PAGA Payments.

20 3.2.5.1. The Administrator will calculate each Individual PAGA
21 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share
22 of PAGA Penalties of \$35,000.00 by the total number of PAGA Period Pay
23 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
24 multiplying the result by each Aggrieved Employee's PAGA Period Pay
25 Periods. Aggrieved Employees assume full responsibility and liability for any
26 taxes owed on their Individual PAGA Payment.

27 3.2.5.2. If the Court approves PAGA Penalties of less than the
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amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 212 Class Members who collectively worked a total of 22,608 Workweeks, and 96 of Aggrieved Employees who worked a total of 2,740 PAGA Pay Periods during the Class Period and PAGA Period, respectively

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

4.3. Funding of Gross Settlement Amount. Defendants 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 fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within seven (7) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration

1 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
2 Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel
3 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
4 Service Payments shall not precede disbursement of Individual Class Payments, and the
5 Individual PAGA Payments.

6 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
7 Individual PAGA Payments and send them to the Class Members via First Class U.S.
8 Mail, postage prepaid. The face of each check shall prominently state the date (180 days
9 after the date of mailing) when the check will be voided ("Void Date"). The
10 Administrator will cancel all checks not cashed by the Void Date. The Administrator
11 will send checks for Individual Settlement Payments to all Participating Class Members
12 (including those for whom Class Notice was returned undelivered). The Administrator
13 will send checks for Individual PAGA Payments to all Aggrieved Employees including
14 Non-Participating Class Members who qualify as Aggrieved Employees (including
15 those for whom Class Notice was returned undelivered). The Administrator may send
16 Participating Class Members a single check combining the Individual Class Payment
17 and the Individual PAGA Payment. Before mailing any checks, the Settlement
18 Administrator must update the recipients' mailing addresses using the National Change
19 of Address Database.

20 4.4.2. The Administrator must conduct a Class Member Address Search for all other
21 Class Members whose checks are returned undelivered without USPS forwarding
22 address. Within seven (7) days of receiving a returned check, the Administrator must
23 re-mail checks to the USPS forwarding address provided or to an address ascertained
24 through the Class Member Address Search. The Administrator need not take further
25 steps to deliver checks to Class Members whose re-mailed checks are returned as
26 undelivered. The Administrator shall promptly send a replacement check to any Class
27 Member whose original check was lost or misplaced, requested by the Class Member
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1 prior to the Void Date.

2 4.4.3. For any Class Member whose Individual Class Payment check or Individual
3 PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator
4 shall transmit the funds represented by such checks to the California Unclaimed
5 Property Fund in each such Class Member's name.

6 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
7 not obligate Defendant to confer any additional benefits or make any additional
8 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
9 specified in this Agreement.

10 5. RELEASE OF CLAIMS

11 Effective on the date when Defendant fully funds the entire Gross Settlement Amount
12 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
13 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as
14 follows:

15 5.1. Plaintiffs' Release. Each Plaintiff and his or her respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
17 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
18 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
19 contained in the Operative Class Complaint and (b) all PAGA claims that were, or reasonably
20 could have been, alleged based on facts contained in the Operative PAGA Complaint and
21 Plaintiff's PAGA Notice. ("Plaintiffs' Release.") Each Plaintiffs' Release does not extend to any
22 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
23 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
24 at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that
25 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
26 now know or believe to be true but agree, nonetheless, that each Plaintiffs' Release shall be and
27 remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs'
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1 discovery of them.

2 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
3 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
4 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
5 which reads:

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

10 5.1.2. The above release, including the 1542 waiver, expressly excludes Plaintiff
11 Adkins' claims for disability discrimination, failure to reasonably accommodate, failure
12 to engage in the interactive process, retaliation, failure to prevent discrimination and
13 retaliation, and unlawful medical inquiry, as alleged in her separately-filed lawsuit, filed
14 on April 8, 2025, San Diego Superior Court Case No. 25CU018214C and which are
15 being separately released by her pursuant to a separate, individual settlement agreement.

16 5.1.3.

17 5.2. Release by Participating Class Members: All Participating Class Members will release all
18 claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time
19 during the Class Period for the claims brought by Plaintiffs in the Class Action or Operative Class
20 Complaint, or that could have been brought by Plaintiffs against Defendant in the Class Action
21 or Operative Class Complaint based on the facts alleged therein, including: Any and all causes
22 of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses,
23 and losses alleged in the Operative Class Complaint, or that could have been alleged based upon
24 the facts alleged in the Operative Class Complaint. Nothing in this Agreement shall release any
25 claims that were not alleged in the Operative Class Complaint or could not have been alleged
26 based on the facts alleged in the Operative Class Complaint. Nothing in this release shall release
27 or limit any obligation created by this Agreement..

1 5.3. Release by Aggrieved Employees: The claims released by Aggrieved Employees,
2 including Non-Participating Class Members who are Aggrieved Employees, are all claims for
3 PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts
4 alleged in the Operative PAGA Complaint or alleged in Plaintiff Adkins' PAGA Notice to the
5 LWDA (the "Released PAGA Claims"). The Released PAGA Claims are those that accrued
6 during the PAGA Period only. The State of California shall release all and any PAGA claims
7 rights, demands, liabilities, penalties, fines, debts and causes of action, arising from the PAGA
8 claims pled in the Operative PAGA Complaint and the PAGA Notice; or that could have been
9 pled in the Operative PAGA Complaint based on the allegations therein.

10 **6. MOTION FOR PRELIMINARY APPROVAL**

11 Upon execution of this Agreement by all parties thereto, Plaintiffs' counsel will prepare
12 and file a motion for preliminary approval ("Motion for Preliminary Approval") within forty-
13 five (45) days of execution that complies with the Court's current checklist for Preliminary
14 Approvals.

15 6.1. Defendant's Declaration in Support of Preliminary Approval. Within seven (7) days of
16 the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
17 Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
18 potential conflicts of interest with the Administrator. In their Declaration, Defense Counsel and
19 Defendant shall aver that they are not aware of any other pending matter or action asserting claims
20 that will be extinguished or adversely affected by the Settlement.

21 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and to deliver to Defense Counsel all
22 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
23 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
24 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
25 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
26 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
27 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
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1 to its willingness to serve; competency; operative procedures for protecting the security of Class
2 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
3 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
4 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
5 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
6 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
7 Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm
8 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
9 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
10 (a)), Operative PAGA Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor
11 Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of
12 interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class
13 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
14 that will be extinguished or adversely affected by the Settlement.

15 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
16 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
17 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
18 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
19 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
20 Administrator.

21 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
23 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
24 conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court
25 does not grant Preliminary Approval or conditions Preliminary Approval on any material change
26 to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
27 behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and
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1 otherwise satisfy the Court's concerns.

2 7. SETTLEMENT ADMINISTRATION

3 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to
4 serve as the Administrator and verified that, as a condition of appointment, Apex Class Action,
5 LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
6 this Agreement in exchange for payment of Administration Expenses. The Parties and their
7 Counsel represent that they have no interest or relationship, financial or otherwise, with the
8 Administrator other than a professional relationship arising out of prior experiences
9 administering settlements.

10 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
11 Identification Number for purposes of calculating payroll tax withholdings and providing reports
12 state and federal tax authorities.

13 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
14 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
15 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross
16 Settlement Amount sums paid into the QSF prior to distribution by the Administrator will become
17 part of the Net Settlement Amount for distribution to Participating Class Members.

18 7.4. Notice to Class Members

19 7.4.1. No later than five (5) business days after receipt of the Class Data, the
20 Administrator shall notify Class Counsel that the list has been received and state the
21 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
22 Class Data.

23 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
24 fourteen (14) days after receiving the Class Data, the Administrator will send to all Class
25 Members identified in the Class Data, via first-class United States Postal Service
26 ("USPS") mail, the Class Notice with Spanish translation, substantially in the form
27 attached to this Agreement as Exhibit A. The first page of the Class Notice shall
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1 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual
2 PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
3 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices,
4 the Administrator shall update Class Member addresses using the National Change of
5 Address database.

6 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
7 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
8 Notice using any forwarding address provided by the USPS. If the USPS does not
9 provide a forwarding address, the Administrator shall conduct a Class Member Address
10 Search, and re-mail the Class Notice to the most current address obtained. The
11 Administrator has no obligation to make further attempts to locate or send Class Notice
12 to Class Members whose Class Notice is returned by the USPS a second time.

13 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
14 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
15 fourteen (14) calendar days beyond the forty-five (45) days otherwise provided in the
16 Class Notice for all Class Members whose notice is re-mailed. The Administrator will
17 inform the Class Member of the extended deadline with the re-mailed Class Notice.

18 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
19 discovers any persons who believe they should have been included in the Class Data
20 and should have received Class Notice, the Parties will expeditiously meet and confer
21 in good faith in an effort to agree on whether to include them as Class Members. If the
22 Parties agree, such persons will be Class Members entitled to the same rights as other
23 Class Members, and the Administrator will send, via email or overnight delivery, a Class
24 Notice requiring them to exercise options under this Agreement not later than fourteen
25 (14) days after receipt of Class Notice, or the deadline dates in the Class Notice,
26 whichever are later.

27 7.5. Requests for Exclusion (Opt-Outs).

1 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
2 must send the Administrator, by mail, a signed written Request for Exclusion not later
3 than forty-five (45) days after the Administrator mails the Class Notice (plus an
4 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A
5 Request for Exclusion is a letter from a Class Member or his/her representative that
6 reasonably communicates the Class Member's election to be excluded from the
7 Settlement and includes the Class Member's name, address and email address or
8 telephone number. To be valid, a Request for Exclusion must be timely postmarked by
9 the Response Deadline.

10 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
11 fails to contain all the information specified in the Class Notice. The Administrator
12 shall accept any Request for Exclusion as valid if the Administrator can reasonably
13 ascertain the identity of the person as a Class Member and the Class Member's desire
14 to be excluded. The Administrator's determination shall be final and not appealable or
15 otherwise susceptible to challenge. If the Administrator has reason to question the
16 authenticity of a Request for Exclusion, the Administrator may demand additional proof
17 of the Class Member's identity. The Administrator's determination of authenticity shall
18 be final and not appealable or otherwise susceptible to challenge.

19 7.5.3. Every Class Member who does not submit a timely and valid Request for
20 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
21 to all benefits and bound by all terms and conditions of the Settlement, including the
22 Participating Class Members' Releases under Paragraph 5.2 of this Agreement,
23 regardless whether the Participating Class Member actually receives the Class Notice
24 or objects to the Settlement.

25 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or
27 have the right to object to the class action components of the Settlement. Because future
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1 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
2 Participating Class Members who are Aggrieved Employees are deemed to release the
3 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual
4 PAGA Payment.

5 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
6 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
7 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
8 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
9 Member may challenge the allocation by communicating with the Administrator via mail. The
10 Administrator must encourage the challenging Class Member to submit supporting
11 documentation. In the absence of any contrary documentation, the Administrator is entitled to
12 presume that the Workweeks contained in the Class Notice are correct so long as they are
13 consistent with the Class Data. The Administrator's determination of each Class Member's
14 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
15 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
16 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
17 Administrator's determination of the challenges.

18 7.7. Objections to Settlement

19 7.7.1. Only Participating Class Members may object to the class action components of
20 the Settlement and/or this Agreement, including contesting the fairness of the
21 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
22 Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

23 7.7.2. Participating Class Members may send written objections to the Administrator by
24 mail. In the alternative, Participating Class Members may appear in Court (or hire an
25 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
26 A Participating Class Member who elects to send a written objection to the
27 Administrator must do so not later than forty-five (45) days after the Administrator's
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1 mailing of the Class Notice (plus an additional fourteen (14) days for Class Members
2 whose Class Notice was re-mailed).

3 7.7.3. Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish,
8 maintain, and use an internet website to post information of interest to Class Members
9 including the date, time and location for the Final Approval Hearing and copies of the
10 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval
11 Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel
12 Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
13 Service Payment, the Final Approval Order and the Judgment. The Administrator will
14 also maintain and monitor an email address and a toll-free telephone number to receive
15 Class Member calls and emails.

16 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
17 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
18 Not later than five (5) days after the expiration of the deadline for submitting Requests
19 for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
20 containing (a) the names and other identifying information of Class Members who have
21 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and
22 other identifying information of Class Members who have submitted invalid Requests
23 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
24 (whether valid or invalid).

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
26 reports to Class Counsel and Defense Counsel that, among other things, tally the number
27 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
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1 Exclusion (whether valid or invalid) received, objections received, challenges to
2 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
3 Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The
4 Weekly Reports must include the Administrator's assessment of the validity of Requests
5 for Exclusion and attach copies of all Requests for Exclusion and objections received.

6 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
7 address and make final decisions consistent with the terms of this Agreement on all
8 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
9 Administrator's decision shall be final and not appealable or otherwise susceptible to
10 challenge.

11 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
12 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
13 Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable
14 for filing in Court attesting to its due diligence and compliance with all of its obligations
15 under this Agreement, including, but not limited to, its mailing of Class Notice, the
16 Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to
17 locate Class Members, the total number of Requests for Exclusion from Settlement it
18 received (both valid or invalid), the number of written objections and attach the
19 Exclusion List. The Administrator will supplement its declaration as needed or
20 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
21 Administrator's declaration(s) in Court.

22 7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the
23 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
24 will provide Class Counsel and Defense Counsel with a final report detailing its
25 disbursements by employee identification number only of all payments made under this
26 Agreement. At least seven (7) days before any deadline set by the Court, the
27 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed
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1 declaration suitable for filing in Court attesting to its disbursement of all payments
2 required under this Agreement. Class Counsel is responsible for filing the
3 Administrator's declaration(s) in Court.

4 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

5 Based on its records, Defendant estimates that, as of the date of this Settlement
6 Agreement, there are approximately 212 Class Members who collectively worked a total of
7 approximately 22,678 Workweeks, and approximately 96 of Aggrieved Employees who worked
8 a total of approximately 2,740 PAGA Pay Periods.

9 **8.1. Increase in Workweeks.** In the event the number of Workweeks worked by Class
10 Members during the Class Period increases 22,678 Workweeks by more than 10%, (2,268
11 Workweeks), Defendant shall have the option to do one of the following: 1) increase the Gross
12 Settlement Amount on a pro rata basis equal to the percentage increase in the number of
13 Workweeks worked by Class Members above 10% (for example, if the number of Workweeks
14 increase by 10% through the Class Period, then the Goss Settlement Amount shall be increased
15 by 1%,); or 2) Change the end date of the Class Period to the date on which the Workweek count
16 reaches 24,946 Workweeks. Based upon calculations performed by Defendant, the number of
17 Workweeks during the Class Period does not exceed 24,946 Workweeks and thus it is not
18 expected that this clause will apply. Therefore, the Gross Settlement Amount is expected to
19 remain the same and the Class Period to remain unchanged.

20 **9. MOTION FOR FINAL APPROVAL**

21 Not later than sixteen (16) court days prior to the calendared Final Approval Hearing,
22 Plaintiff will file in Court, unless otherwise scheduled by the Court, Plaintiffs will file a Motion
23 for Final Approval of the Settlement that includes a request for approval of the PAGA settlement
24 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Final
25 Judgment (collectively "Motion for Final Approval"). Plaintiffs shall endeavor to provide drafts
26 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
27 Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any
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disagreements concerning the Motion for Final Approval.

9.1. 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 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect

1 the amount of the Net Settlement Amount.

2 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
3 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
4 modification of this Agreement (including, but not limited to, the scope of release to be granted
5 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
6 expeditiously work together in good faith to address the appellate court's concerns and to obtain
7 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
8 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
9 the Court's award of the Class Representative Service Payments or any payments to Class
10 Counsel shall not constitute a material modification of the Judgment within the meaning of this
11 paragraph, as long as the Gross Settlement Amount remains unchanged.

12 **10. AMENDED JUDGMENT**

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

15 **11. ADDITIONAL PROVISIONS**

16 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
17 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
18 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
19 any of the allegations in the Operative Class Complaint and Operative PAGA Complaint have
20 merit or that Defendant has any liability for any claims asserted; nor should it be intended or
21 construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The
22 Parties agree that class certification and representative treatment is for purposes of this Settlement
23 only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter
24 Judgment, Defendant reserves the right to contest certification of any class for any reason, and
25 Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the
26 right to move for class certification on any grounds available and to contest Defendant's defenses.
27 The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing
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on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

1 inducements made to or by any Party.

2 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
3 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
4 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
5 its terms, and to execute any other documents reasonably required to effectuate the terms of this
6 Agreement including any amendments to this Agreement.

7 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
8 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
9 Settlement Agreement, submitting supplemental evidence and supplementing points and
10 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
11 or content of any document necessary to implement the Settlement, or on any modification of the
12 Agreement that may become necessary to implement the Settlement, the Parties will seek the
13 assistance of the mediator and/or the Court for resolution.

14 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
16 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
17 action, or right released and discharged by the Party in this Settlement.

18 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
19 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
20 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
21 Part 10, as amended) or otherwise.

22 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
23 modified, changed, or waived only by an express written instrument signed or agreed to by all
24 Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly
25 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
26 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
27 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
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1 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
2 the use of signatures previously provided by the Parties.

3 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
4 the benefit of, the successors of each of the Parties.

5 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
6 governed by and interpreted according to the internal laws of the state of California, without
7 regard to conflict of law principles.

8 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
9 this Agreement. This Agreement will not be construed against any Party on the basis that the
10 Party was the drafter or participated in the drafting

11 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
12 during the Actions and in this Agreement relating to the confidentiality of information shall
13 survive the execution of this Agreement.

14 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
15 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
16 in connection with the mediation, other settlement negotiations, or in connection with the
17 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
18 be used in any way that violates any existing contractual agreement, statute, or rule of court.

19 11.15. 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 11.16. 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
23 weekend or federal legal holiday, such date or deadline shall be on the first business day
24 thereafter.

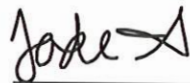
25 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
26 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
27 be accepted as an original. All executed counterparts and each of them will be deemed to be one
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1 and the same instrument if counsel for the Parties will exchange between themselves signed
2 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
3 and contents of this Agreement.

4 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
6 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
7 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
8 process.

9 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
10 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
11 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
12 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
13 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
14 Agreement.

15 **IT IS SO AGREED:**

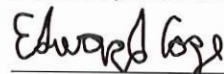
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05/15/2026



18 Plaintiff, Jade Marie Adkins

For Defendant, Koam Engineering Systems,
INC.

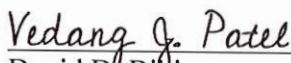
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05/22/2026

21 Plaintiff, Edward Cage

Defendant, Billy Bryant

23 **AGREED AS TO FORM ONLY:**

25 

05/15/2026

/s/ Jennifer A. Kearns

5/27/2026

26 David D. Bibiyan

Jennifer A. Kearns

27 Vedang J. Patel

Counsel for Defendants

28 Counsel for Plaintiffs

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CLASS AND PAGA SETTLEMENT AGREEMENT

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