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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GRAYLIN EUGENE TAYLOR, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

GREEN FLEET SYSTEMS, LLC, a
Delaware Limited Liability Company; GARY
MOONEY, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 25STCV10858

[Assigned to the Hon. Elaine Lu, Dept. 9]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: January 8, 2025

Trial Date: Not Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Graylin Eugene Taylor (“Plaintiff”) and defendants Green Fleet Systems, LLC
3 and Gary Mooney (collectively, “Defendants”). The Agreement refers to Plaintiff and
4 Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Actions” means the Plaintiff’s two lawsuits alleging wage and hour violations and civil
7 penalties under PAGA against Defendants: (1) captioned *Graylin Eugene Taylor v. Green Fleet*
8 *Systems, LLC, et al.*, Case No. 25STCV10858, filed on January 8, 2025, and pending in
9 Superior Court of the State of California, County of Los Angeles (originally filed in Riverside
10 Superior Court with Case No. CVRI250051 and transferred to LASC on or about April 14,
11 2025), and (2) captioned *Graylin Eugene Taylor v. Green Fleet Systems, LLC, et al.*, Case No.
12 CVRI2504006, filed on July 15, 2025, and pending in Superior Court of the State of California,
13 County of Riverside.

14 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
15 neutral entity the Parties have agreed to appoint to administer the Settlement.

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

20 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendants,
21 either directly or through any subsidiary, staffing agency, or professional employer organization,
22 as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

23 1.5. “Class” means all persons currently or formerly employed by Defendants, as non-
24 exempt, hourly-paid employees during the Class Period in the State of California.

25 1.6. “Class Counsel” means David D. Bibiyan, Jason Rothman, Vedang J. Patel, and Megan
26 R. Lazar of Bibiyan Law Group, P.C.

27 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
28 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and

expenses, respectively, incurred to prosecute the Actions.

1.8. “Class Data” means Class Member identifying information in Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

1.12. “Class Period” means the period from January 8, 2021 to January 12, 2026.

1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representative.

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

1.15. “Court” means the Superior Court of California, County of Los Angeles, where the Class Action was amended to add Plaintiff’s PAGA claims

1.16. “Defendants” means named defendants Green Fleet Systems, LLC and Gary Mooney.

1.17. “Defense Counsel” means Victor J. Cosentino and Michelle P. Moy of Larson & Gaston, LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the

1 latest of the following occurrences: (a) if no Participating Class Member objects to the
2 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
3 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
4 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
5 affirms the Judgment and issues a remittitur.

6 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

7 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
8 of the Settlement.

9 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final
10 Approval.

11 1.22. “Gross Settlement Amount” means \$297,000.00 (Two Hundred Ninety-Seven Thousand
12 Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement,
13 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
14 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to
15 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
16 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the
17 Administrator’s Expenses.

18 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
19 Net Settlement Amount calculated according to the number of Workweeks worked during the
20 Class Period.

21 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of
22 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
23 Period.

24 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

25 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
26 entitled, under Labor Code section 2699, subd. (i).

27 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA
28 under Labor Code section 2699, subd. (i).

1 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
3 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
4 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
5 paid to Participating Class Members as Individual Class Payments.

6 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
7 Settlement by sending the Administrator a valid and timely Request for Exclusion.

8 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
9 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates
10 (as applicable), and termination dates (as applicable).

11 1.31. “PAGA Period” means the period from June 21, 2023 through the end of the Class Period.

12 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

13 1.33. “PAGA Notices” means both Plaintiff’s June 21, 2024 letter to Defendants and the
14 LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a) and Plaintiff’s
15 Amended Notice Letter to Defendants dated August 28, 2024.

16 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
17 Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$10,395.00) and the 65%
18 to the LWDA (\$19,305.00) in settlement of PAGA claims.

19 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
20 timely Request for Exclusion from the Settlement.

21 1.36. “Plaintiff” means Graylin Eugene Taylor the named plaintiff in the Actions.

22 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
23 Settlement.

24 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
25 and Approval of PAGA Settlement.

26 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
27 below.

28 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4

below.

1.41. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, spouses, and/or legal representatives.

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

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On January 8, 2025, Plaintiff commenced the class action by filing a class action complaint in Riverside Superior Court, Case No. CVRI2500051, against Defendants for: failure to pay overtime and minimum wages; failure to provide minimum wages; failure to provide meal periods, rest periods, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to indemnify; and unfair competition (“Class Action”).

2.2. On June 21, 2024, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699, et seq. seeking to represent other non-exempt employees against

1 Defendants for various Labor Code violations. An amended PAGA Notice was later filed on
2 August 28, 2024 (collectively, “PAGA Notices”).

3 2.3. On February 26, 2025, the Parties stipulated to transfer Plaintiff’s Class Action to Los
4 Angeles County Superior Court.

5 2.4. On July 15, 2025, after sixty-five (65) days had passed without any action by the LWDA
6 with respect to the Labor Code violations alleged in the PAGA Notices, Plaintiff filed a separate
7 representative action under PAGA against Defendants in Riverside Superior Court, Case No.
8 CVRI2504006, for the Labor Code violations set out in the PAGA Notices (“PAGA Action”).

9 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

10 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll
11 records for 100% of Class Members through mediation; (b) a class list of hire dates, termination
12 dates, and rates of pay for all Class Members; (c) wage and hour policy documents; (d) employee
13 handbooks; and (e) all documents pertaining to Plaintiff available to Defendants.

14 2.7. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
15 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
16 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

17 2.8. On November 12, 2025, the Parties participated in an all-day mediation presided over by
18 Tagore Subramaniam. The mediation was successful, and the Parties agreed to globally resolve
19 all class and PAGA claims in the Actions.

20 2.9. On February 9, 2026, Plaintiff filed a First Amended Complaint in the Class Action,
21 adding a cause of action for civil penalties under PAGA. The First Amended Complaint is the
22 operative complaint in the Actions (the “Operative Complaint”).

23 2.10. The Court has not granted class certification.

24 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
25 other pending matter or action asserting claims that will be extinguished or affected by the
26 Settlement.
27
28

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$297,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

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

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$103,950.00 and a Class Counsel Litigation

Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Class Members or request for additional consideration from Defendants for such work unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$6,950.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$29,700.00 to be paid from the Gross Settlement Amount, with 65% (\$19,305.00) allocated to the LWDA PAGA Payment and 35% (\$10,395.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$10,395.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the

amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 107 Class Members who collectively worked a total of 10,390 Workweeks, and 65 of Aggrieved Employees who worked a total of 5,232 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after this Agreement has been fully executed, Defendants 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. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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 Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment

1 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
2 Payments.

3 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class U.S.
5 Mail, postage prepaid. The face of each check shall prominently state the date (not less
6 than 180 days after the date of mailing) when the check will be voided. The
7 Administrator will cancel all checks not cashed by the void date. The Administrator will
8 send checks for Individual Settlement Payments to all Participating Class Members
9 (including those for whom Class Notice was returned undelivered). The Administrator
10 will send checks for Individual PAGA Payments to all Aggrieved Employees including
11 Non-Participating Class Members who qualify as Aggrieved Employees (including
12 those for whom Class Notice was returned undelivered). The Administrator may send
13 Participating Class Members a single check combining the Individual Class Payment
14 and the Individual PAGA Payment. Before mailing any checks, the Settlement
15 Administrator must update the recipients' mailing addresses using the National Change
16 of Address Database.

17 4.4.2. The Administrator must conduct a Class Member Address Search for all other
18 Class Members whose checks are returned undelivered without USPS forwarding
19 address. Within 7 days of receiving a returned check the Administrator must re-mail
20 checks to the USPS forwarding address provided or to an address ascertained through
21 the Class Member Address Search. The Administrator need not take further steps to
22 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
23 The Administrator shall promptly send a replacement check to any Class Member whose
24 original check was lost or misplaced, requested by the Class Member prior to the void
25 date.

26 4.4.3. For any Class Member whose Individual Class Payment check or Individual
27 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
28 shall transmit the funds represented by such checks to the California State Controller's

Office, Unclaimed Property Division in the name of the Aggrieved Employee thereby leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure section 384.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

5. RELEASE OF CLAIMS

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

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

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

which reads:

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

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint.

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

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices.

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and

1 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
2 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
3 to its willingness to serve; competency; operative procedures for protecting the security of Class
4 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
5 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
6 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
7 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
8 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
9 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
10 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
11 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
12 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
13 subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
14 Members and the Administrator.

15 6.2. 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 6.3. 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, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
25 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
26 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
27 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
28 Court’s concerns.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
3 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
4 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
5 for payment of Administration Expenses. The Parties and their Counsel represent that they have
6 no interest or relationship, financial or otherwise, with the Administrator other than a professional
7 relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 state and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
13 468B-1.

14 7.4. Notice to Class Members

15 7.4.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state the
17 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
18 Class Data.

19 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
20 days after Preliminary Approval, the Administrator will send to all Class Members
21 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
22 the Class Notice with Spanish translation, substantially in the form attached to this
23 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
24 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
25 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
26 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
27 update Class Member addresses using the National Change of Address database.

28 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice

1 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
2 using any forwarding address provided by the USPS. If the USPS does not provide a
3 forwarding address, the Administrator shall conduct a Class Member Address Search,
4 and re-mail the Class Notice to the most current address obtained. The Administrator
5 has no obligation to make further attempts to locate or send Class Notice to Class
6 Members whose Class Notice is returned by the USPS a second time.

7 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
9 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
10 notice is re-mailed. The Administrator will inform the Class Member of the extended
11 deadline with the re-mailed Class Notice.

12 7.4.5. If the Administrator, Defendants or Class Counsel are contacted by or otherwise
13 discovers any persons who believe they should have been included in the Class Data
14 and should have received Class Notice, the Parties will expeditiously meet and confer,
15 and in good faith, in an effort to agree on whether to include them as Class Members. If
16 the Parties agree, such persons will be Class Members entitled to the same rights as other
17 Class Members, and the Administrator will send, via email or overnight delivery, a Class
18 Notice requiring them to exercise options under this Agreement not later than 15 days
19 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
20 later.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by mail, a signed written Request for Exclusion not later
24 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
25 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
26 from a Class Member or his/her representative that reasonably communicates the Class
27 Member's election to be excluded from the Settlement and includes the Class Member's
28 name, address and email address or telephone number. To be valid, a Request for

1 Exclusion must be timely postmarked by the Response Deadline.

2 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
3 fails to contain all the information specified in the Class Notice. The Administrator shall
4 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
5 the identity of the person as a Class Member and the Class Member's desire to be
6 excluded. The Administrator's determination shall be final and not appealable or
7 otherwise susceptible to challenge. If the Administrator has reason to question the
8 authenticity of a Request for Exclusion, the Administrator may demand additional proof
9 of the Class Member's identity. The Administrator's determination of authenticity shall
10 be final and not appealable or otherwise susceptible to challenge.

11 7.5.3. Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
13 to all benefits and bound by all terms and conditions of the Settlement, including the
14 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
15 regardless whether the Participating Class Member actually receives the Class Notice
16 or objects to the Settlement.

17 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
18 Non-Participating Class Member and shall not receive an Individual Class Payment or
19 have the right to object to the class action components of the Settlement. Because future
20 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
21 Participating Class Members who are Aggrieved Employees are deemed to release the
22 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
23 PAGA Payment.

24 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
25 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
26 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
27 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
28 allocation by communicating with the Administrator via mail. The Administrator must encourage

the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement

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

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

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,

1 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
2 the Final Approval and the Judgment. The Administrator will also maintain and monitor
3 an email address and a toll-free telephone number to receive Class Member calls and
4 emails.

5 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
7 Not later than 5 days after the expiration of the deadline for submitting Requests for
8 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
9 containing (a) the names and other identifying information of Class Members who have
10 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
11 other identifying information of Class Members who have submitted invalid Requests
12 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
13 (whether valid or invalid).

14 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
15 reports to Class Counsel and Defense Counsel that, among other things, tally the number
16 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
17 Exclusion (whether valid or invalid) received, objections received, challenges to
18 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
19 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
20 Weekly Reports must provide the Administrator’s assessment of the validity of Requests
21 for Exclusion and attach copies of all Requests for Exclusion and objections received.

22 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
23 address and make final decisions consistent with the terms of this Agreement on all
24 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
25 Administrator’s decision shall be final and not appealable or otherwise susceptible to
26 challenge.

27 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
28 the Motion for Final Approval of the Settlement, the Administrator will provide to Class

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

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of November 12, 2025, (1) there are 107 Class Members and 10,788 Total Workweeks during the Class Period and (2) there are 65 Aggrieved Employees who worked 5232 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 10,390 Workweeks worked from January 8, 2021 through November 12, 2025. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 1,039 Workweeks, then the Defendants shall make an election that one of the following occur: (1) either the GSA shall be increased proportionally by the Workweeks in excess of 11,429 multiplied by the Workweek value; or (2) the Class Period and the PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members, when starting from the first day of the Class Period, reaches 11,429 Workweeks

worked by Class Members. The Workweek Value shall be calculated by dividing the GSA (\$297,000.00) by 10,390, and, thus, the Parties agree that the Workweek Value amounts to \$28.59 per Workweek. (\$297,000 / 10,390 Workweeks.) Thus, for example, should Defendants elect the former of the two options, and there are 12,468 Workweeks in the Class Period, then the GSA shall be increased by \$29,705.01. ((12,468 Workweeks – 11,429 Workweeks) x \$28.59 / Workweek).) Defendants shall provide the Class Data to the administrator no later than 30 days after full execution of the long form agreement. Defendant shall make its election regarding the above no later than 7 days after receiving information from the Administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (2) shall automatically apply

9. MOTION FOR FINAL APPROVAL

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

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 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 Payment, Class Counsel Fees Payment, Class Counsel Litigation

1 Expenses Payment, Administrator Expenses Payment and/or individual claims of Plaintiff for
2 alleged wrongful termination, shall not constitute a material modification to the Agreement
3 within the meaning of this paragraph.

4 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
5 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
6 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
7 and (iii) addressing such post-Judgment matters as are permitted by law.

8 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
10 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
11 respective counsel, and all Participating Class Members who did not object to the Settlement as
12 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
13 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
14 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
15 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
16 Parties' obligations to perform under this Agreement will be suspended until such time as the
17 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
18 the amount of the Net Settlement Amount.

19 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted
22 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
25 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
26 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
27 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
28 as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

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

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants 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

1 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
2 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
3 conversation or other communication, before the filing of the Motion for Preliminary Approval,
4 any with third party regarding this Agreement or the matters giving rise to this Agreement except
5 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
6 restrict Class Counsel’s communications with Class Members in accordance with Class
7 Counsel’s ethical obligations owed to Class Members.

8 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
11 ability to communicate with Class Members in accordance with Class Counsel’s ethical
12 obligations owed to Class Members.

13 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

1 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed or agreed to by all
11 Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly
12 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
13 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
14 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
15 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
16 the use of signatures previously provided by the Parties.

17 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting.

25 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
26 during Action and in this Agreement relating to the confidentiality of information shall survive
27 the execution of this Agreement.

28 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code

1 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
2 in connection with the mediation, other settlement negotiations, or in connection with the
3 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
4 be used in any way that violates any existing contractual agreement, statute, or rule of court.

5 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
8 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
9 weekend or federal legal holiday, such date or deadline shall be on the first business day
10 thereafter.

11 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
12 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
13 be accepted as an original. All executed counterparts and each of them will be deemed to be one
14 and the same instrument if counsel for the Parties will exchange between themselves signed
15 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
16 contents of this Agreement.

17 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
18 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
19 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
20 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
21 process.

22 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
23 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
24 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel
25 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
26 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
27 Agreement.

IT IS SO AGREED:

Graylin Eugene Taylor

05/12/2026

Plaintiff, Graylin Eugene Taylor

For Defendant, Green Fleet Systems, LLC

Gary Mooney

AGREED AS TO FORM ONLY:

Vedang J. Patel

5/13/2026

David D. Bibiyan

Vedang J. Patel

Megan R. Lazar

Counsel for Plaintiff

Victor J. Cosentino

Michelle P. Moy

Counsel for Defendants

1 **IT IS SO AGREED:**

2
3 _____
4 Plaintiff, Graylin Eugene Taylor

_____ **Gary Mooney**
For Defendant, Green Fleet Systems, LLC

5
6 _____
7 Gary Mooney

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9 **AGREED AS TO FORM ONLY:**

10
11 _____
12 David D. Bibiyan
13 Vedang J. Patel
14 Megan R. Lazar
15 Counsel for Plaintiff

_____ 
Victor J. Cosentino
Michelle P. Moy
Counsel for Defendants

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EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Taylor v. Green Fleet Systems, LLC, et al.
(County of Los Angeles, California Superior Court Case No. 25STCV10858)

As a current or former non-exempt, hourly-paid California employee of Green Fleet Systems, LLC or Gary Mooney you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Green Fleet Systems, LLC and Gary Mooney (“Defendants”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendants, as non-exempt, hourly-paid employees during the period from January 8, 2021 to January 12, 2026 (“Class Period”) in the State of California.

- The settlement is to resolve a class action lawsuit, *Graylin Eugene Taylor v. Green Fleet Systems, LLC*, pending in the Superior Court of California for the County of Los Angeles, Case Number 25STCV10858 (the “Lawsuit”), alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to indemnify; and (8) unfair competition.
- Based on these and other alleged Labor Code violations, Plaintiff also seeks penalties under the California Labor Code Private Attorneys General Act (“PAGA”).
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you were currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from June 21, 2023 through the end of the Class Period (“PAGA

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	Period") in the State of California, then you will be deemed an "Aggrieved Employees" and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012 in Department 9.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012 in Department 9. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Graylin Eugene Taylor was an hourly-paid, non-exempt employee of Defendants. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendants' alleged (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to indemnify; and (8) engaging in unfair competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act ("PAGA").

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendants deny all the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees and for the Gross Settlement Amount of \$297,000.00. The Gross Settlement includes (1) Administration Costs up to \$6,950.00 (2) a service award of up to \$10,000.00 to Plaintiff Graylin Eugene Taylor for his time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$103,950.00; (4) up to \$40,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$29,700.00, of which 65% (or \$19,305.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 35% (\$10,395.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$106,400.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants represent that there are no more than 10,390 Workweeks worked from January 8, 2021 through November 12, 2025. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 1,039 Workweeks, then the Defendants shall make an election that one of the following occur: (1) either the GSA shall be increased proportionally by the Workweeks in excess of 11,429 multiplied by the Workweek value; or (2) the Class Period and the PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members, when starting from the first day of the Class Period, reaches 11,429 Workweeks worked by Class Members. The Workweek Value shall be calculated by dividing the GSA (\$297,000.00) by 10,390, and, thus, the Parties agree that the Workweek Value amounts to \$28.59 per Workweek. (\$297,000 / 10,390 Workweeks.) Thus, for example, should Defendants elect the former of the two options, and there are 12,468 Workweeks in the Class Period, then the GSA shall be increased by \$29,705.01. ((12,468 Workweeks – 11,429 Workweeks) x \$28.59 / Workweek.) Defendants shall provide the Class Data to the administrator no later than 30 days after full execution of the long form agreement. Defendant shall make its election regarding the above no later than 7 days after receiving information from the Administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (2) shall automatically apply.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid, non-exempt positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$10,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Class Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated PAGA Award]. If you believe this

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated with the checks will be transmitted to California State Controller's Office, Unclaimed Property Division.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

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

Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (the "Released Class Claims").

Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices. (the "Released PAGA Claims").

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

“Released Parties” means Defendants, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, spouses, and/or legal representatives.

Option 2 – *Opt Out of the Settlement*

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Phoenix Class Action Settlement Administration

[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an PAGA Member, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don’t submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. at the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012 in Department 9, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.lacourt.ca.gov/pages/lp/lacc-welcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012 in Department 9, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/home>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]