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on behalf of themselves and all others similarly situated and aggrieved

(see next page for additional counsel)

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

ISRAEL GOMEZ and ARMANDO
AMADOR, themselves and on behalf of all
others similarly situated and aggrieved,

Plaintiffs,

v.

EAST BAY LOGISTICS, INC; a Nevada
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV23793
RELATED CASE NO.: 24STCV28720

[Assigned to the Hon. Theresa M. Traber
in Dept. 1]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

ACTION FILED: September 13, 2024
TRIAL DATE: None set

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Attorneys for Defendants EAST BAY LOGISTICS, INC.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Israel Gomez (“Gomez”) and Armando Amador (“Amador”) (collectively
3 “Plaintiffs”) and defendant East Bay Logistics, Inc. (“Defendant”). The Agreement refers to
4 Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action(s)” means the Plaintiffs’ lawsuits alleging wage and hour violations and civil
7 penalties under California Private Attorneys General Act of 2004, California Labor Code §§ 2698
8 et seq. (“PAGA”), against Defendant, captioned: *Gomez v. East Bay Logistics, Inc., et al.*, Case
9 No. 24STCV23793 (“Class Action”), initiated on September 13, 2024, and pending in Superior
10 Court of the State of California, County of Los Angeles; *Gomez v. East Bay Logistics, Inc., et*
11 *al.*, Case Number 24STCV28720 (“PAGA Action”), initiated on November 1, 2024, and pending
12 in Superior Court of the State of California, County of Los Angeles; *Amador v. East Bay*
13 *Logistics, Inc., et al.* Case Number C24-02613 (“Amador Class Action”), initiated on September
14 30, 2024, and pending in Superior Court of the State of California, County of Contra Costa; and
15 *Amador v. East Bay Logistics, Inc., et al.*, Case Number C25-00292 (“Amador PAGA Action”),
16 initiated on January 30, 2025, and pending in Superior Court of the State of California, County
17 of Contra Costa.

18 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
19 neutral entity the Parties have agreed to appoint to administer the Settlement.

20 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
21 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
22 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
23 Preliminary Approval of the Settlement.

24 1.4. “Aggrieved Employee(s)” means all persons currently or formerly employed by
25 Defendant as non-exempt, hourly-paid employees in California during the PAGA Period.

26 1.5. “Class” means all persons currently or formerly employed by Defendant as non-exempt,
27 hourly-paid employees in California during the Class Period.

28 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,

P.C., and Michael Elkin and Jessica Gamboa of Elkin Gamboa LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); and (4) the number of workweeks and pay periods the Class Member worked during the Class Period and PAGA Period.

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 July 19, 2023 through October 27, 2025.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives 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.

1.16. “Defendant” means the named defendant, East Bay Logistics, Inc.

1.17. “Defense Counsel” means Hieu T. Williams and Michelle C. Freeman of Hirschfeld Kraemer 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 latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. “Gross Settlement Amount” means \$410,000.00 (Four Hundred Ten 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 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administrator’s Expenses Payment.

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

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

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

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

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA

under Labor Code section 2699, subd. (i).

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

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

1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Class Action.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period based on Aggrieved Employee’s relevant time and payroll records.

1.32. “PAGA Period” means the period from June 19, 2023, through the end of the Class Period.

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

1.34. “PAGA Notice(s)” means Amador’s June 19, 2024 letter and Gomez’s June 20, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$80,000.00), allocated 35% to the Aggrieved Employees (\$28,000.00) and the 65% to the LWDA (\$52,000.00) in settlement of PAGA claims.

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

1.37. “Plaintiffs” means Israel Gomez and Armando Amador, the named plaintiffs in the Actions.

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

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval

and Approval of PAGA Settlement.

1.40. “Qualified Settlement Fund,” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator for the benefit of Participating Class Members.

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

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

1.43. “Released Parties” means: Defendant, and each of its 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, and/or legal representatives.

1.44. “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.

1.45. “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.

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

1.47. “Workweek” means the number of weeks each Class Member worked as an hourly or non-exempt employee for Defendant in California during the Class Period. An employee will be considered to have worked a workweek if the employee worked at least one day during the workweek. The number of workweeks will be calculated based on Class Members’ relevant time and payroll records.

2. RECITALS

2.1. On June 19, 2024, Amador filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating Amador intended to serve as a proxy of the LWDA to recover civil penalties, on behalf of Aggrieved Employees, for alleged Labor Code violations (“Amador PAGA Notice”).

2.2. On June 20, 2024, Gomez filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating Gomez intended to serve as a proxy of the LWDA to recover civil penalties, on behalf of Aggrieved Employees, for alleged Labor Code violations (“Gomez PAGA Notice”).

2.3. On September 13, 2024, Gomez filed this Action in the Los Angeles County Superior Court, by filing a complaint against Defendants for: failure to pay overtime wages, failure to pay minimum wages; failure to provide meal breaks; failure to provide rest breaks; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code 227.3; and unfair competition (the “Class Action”).

2.4. On September 30, 2024, Amador filed a class action complaint in the Contra Costa County Superior Court against Defendants for: failure to pay overtime wages, failure to pay minimum wages; failure to provide meal breaks; failure to provide rest breaks; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code 227.3; and unfair competition (the “Amador Class Action”).

2.5. On November 1, 2024, after sixty-five (65) days had passed since Gomez filed the Gomez PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Gomez filed a PAGA representative action complaint in the Los Angeles County Superior Court, for civil penalties under PAGA against Defendant for Labor Code violations alleged in the Gomez PAGA Notice (“PAGA Action”).

2.6. On January 30, 2025, after sixty-five (65) days had passed since Amador filed the Amador PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Amador filed a PAGA representative action complaint in the Contra Costa County

Superior Court, for civil penalties under PAGA against Defendant for Labor Code violations alleged in the Amador PAGA Notice (“Amador PAGA Action”).

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

2.8. Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll records for approximately 35% of Class Members through mediation; (b) a class list of hire dates, termination dates, and rates of pay for all Class Members; (c) wage and hour policy documents; and (d) all documents pertaining to Plaintiffs available to Defendant.

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

2.10. On August 26, 2025, the Parties participated in an all-day mediation presided over by Brandon McKelvey. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Actions.

2.11. As part of this Agreement, the Parties further agree to stipulate to Plaintiffs filing a First Amended Complaint in the Class Action adding Amador as a named Plaintiff and adding the claims alleged in the PAGA Action, Amador Class Action, and Amador PAGA Action within the Class Action for the purpose of the settlement approval (hereinafter referred to as the “Action”). Upon the acceptance of the First Amended Complaint in the Action, Plaintiffs shall request dismissal, without prejudice, of the PAGA Action, Amador Class Action, and Amador PAGA Action. Should the Court in the Class Action fails to grant approval of this Settlement, Plaintiffs shall be permitted to separately refile their respective actions without prejudice and the filings shall relate back to the original filing date of each respective action. The First Amended Complaint to be filed in the Class Action shall be the Operative Complaint.

2.12. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best interest to accept the terms of this Agreement. Defendant adamantly denies each of the allegations and claims asserted against it in the Action and the PAGA Notices. However, Defendant nevertheless

desires to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Action.

2.13. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notices, and have concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through discovery regarding Plaintiffs' allegations, and the substantial benefits to be received by Settlement Class Members.

2.14. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay \$410,000.00 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. Defendant has 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 Defendant.

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 Plaintiffs: Class Representative Service Payments to Plaintiffs of no more than

1 \$10,000.00 to each Plaintiff, for a total of \$20,000.00 to Plaintiffs in addition to any
2 Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to
3 receive as Participating Class Members. Defendant will not oppose Plaintiffs' request
4 for Class Representative Service Payments that do not exceed these amounts. As part
5 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
6 Plaintiffs will seek Court approval for any Class Representative Service Payments prior
7 to the Final Approval Hearing. If the Court approves Class Representative Service
8 Payments less than the amounts requested, the Administrator will retain the remainder
9 in the Net Settlement Amount to be distributed to Participating Class Members as part
10 of their Individual Settlement Payment. The Administrator will pay the Class
11 Representative Service Payments using IRS Form 1099. Plaintiffs assume full
12 responsibility and liability for employee taxes owed on their respective Class
13 Representative Service Payment.

14 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
15 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
16 Agreement, is currently estimated to be \$143,500.00, and a Class Counsel Litigation
17 Expenses Payment of not more than \$40,000.00. Defendant will not oppose requests for
18 these payments provided that do not exceed these amounts. Plaintiffs and/or Class
19 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
20 Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class
21 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than
22 the amounts requested, the Administrator will allocate the remainder to the Net
23 Settlement Amount to be distributed to Participating Class Members as part of their
24 Individual Settlement Payment. Released Parties shall have no liability to Class
25 Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class
26 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
27 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
28 Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility

1 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
2 Litigation Expenses Payment and holds Defendant harmless, and indemnifies
3 Defendant, from any dispute or controversy regarding any division or sharing of any of
4 these Payments. There will be no additional charge of any kind to either the Settlement
5 Class Members or request for additional consideration from Defendant for such work
6 unless, Defendant materially breaches this Agreement, including any term regarding
7 funding, and further efforts are necessary from Class Counsel to remedy said breach,
8 including, without limitation, moving the Court to enforce the Agreement. Should the
9 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
10 less than the amounts provided for herein, then the unapproved portion(s) shall be a part
11 of the Net Settlement Amount.

12 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
13 \$6,500.00 except for a showing of good cause and as approved by the Court. To the
14 extent the Administration Expenses are less or the Court approves payment less than
15 \$6,500.00 the Administrator will retain the remainder in the Net Settlement Amount.

16 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
17 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
18 by all Participating Class Members during the Class Period and (b) multiplying the result
19 by each Participating Class Member's Workweeks.

20 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
21 Class Member's Individual Class Payment will be allocated to settlement of
22 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
23 withholding and will be reported on an IRS W-2 Form. 80% of each
24 Participating Class Member's Individual Class Payment will be allocated to
25 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
26 Non-Wage Portions are not subject to wage withholdings and will be reported
27 on IRS 1099 Forms. Participating Class Members assume full responsibility
28 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 \$80,000.00 to be paid from the Gross Settlement Amount, with 65% (\$52,000.00) allocated to the LWDA PAGA Payment and 35% (\$28,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$28,000.00 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 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. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 97 Class Members who collectively worked a total of 7,809 Workweeks.

4.2. Class Data. Not later than 60 days after the agreement is fully executed, 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.

4.2.1. Defendant will provide a declaration attesting to Workweek and PAGA Pay Period count and how these amounts were determined simultaneously with delivery of Class Data to the Administrator.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 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 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 shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members

(including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office Unclaimed Property Fund in the name of the Participating Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

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

5. RELEASE OF CLAIMS

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

5.1. Plaintiffs' Release. Plaintiffs and their 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 Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true, but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish 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.

5.1.2. The above release, including the 1542 waiver, expressly excludes any agreement regarding the return of company property.

1 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
2 Members, on behalf of themselves and their respective former and present representatives,
3 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
4 claims and damages that were alleged, or reasonably could have been alleged, based on the facts
5 stated in the Operative Complaint in the Class Action, including but not limited to, Defendant's
6 alleged violation of California Business and Professions Code section 17200, *et seq.* for, *inter*
7 *alia*, failure to pay overtime and minimum wages, failure to pay all regular rate wages due
8 (including sick leave pay), failure to provide meal and rest periods and associated premium
9 payments, untimely pay of wages during employment and upon termination, failure to pay sick
10 or vacation pay, inaccurate wage statements, failure to maintain complete and accurate payroll
11 records, failure to keep payroll records, and failure to reimburse necessary business expenses.

12 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
13 release any other claims, including claims for vested benefits, wrongful termination, violation of
14 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
15 workers' compensation, or claims based on facts occurring outside the Class Period.

16 5.4. Release of PAGA Claims: For the duration of the PAGA Period, the LWDA and the State
17 of California, by and through Plaintiffs as an agent and proxy of the LWDA, and to the extent
18 permitted by law, all Aggrieved Employees, are deemed to release, on behalf of themselves and
19 their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were
21 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
22 Complaint and the PAGA Notices.

23 **6. MOTION FOR PRELIMINARY APPROVAL**

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

27 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
28 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and

1 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
2 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
3 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
4 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
5 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
6 to its willingness to serve; competency; operative procedures for protecting the security of Class
7 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
8 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
9 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
10 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
11 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
12 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
13 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
14 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
15 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
16 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
17 Members and the Administrator. Plaintiffs will endeavor to provide Defense Counsel with a
18 draft of their Motion for Preliminary Approval at least two (2) calendar days before filing the
19 Motion for Preliminary Approval.

20 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
21 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
22 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
23 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
24 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
25 Administrator.

26 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and

1 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
2 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
3 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
4 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
5 Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION**

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

13 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
14 Identification Number for purposes of calculating payroll tax withholdings and providing reports
15 state and federal tax authorities.

16 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
17 the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section
18 468B-1.

19 7.4. Notice to Class Members

20 7.4.1. No later than three (3) business days after receipt of the Class Data, the
21 Administrator shall notify Class Counsel that the list has been received and state the
22 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
23 Class Data.

24 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
25 days after Preliminary Approval, the Administrator will send to all Class Members
26 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
27 the Class Notice with Spanish translation, substantially in the form attached to this
28 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the

dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

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

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later

1 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
2 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
3 from a Class Member or his/her representative that reasonably communicates the Class
4 Member's election to be excluded from the Settlement and includes the Class Member's
5 name, signature, address, and email address or telephone number. To be valid, a
6 Request for Exclusion must be timely postmarked by the Response Deadline.

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

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

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

1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
2 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
3 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
4 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
5 the allocation by communicating with the Administrator via mail. The Administrator must
6 encourage the challenging Class Member to submit supporting documentation. The
7 Administrator must also consider any documentation provided by Defendant regarding the
8 correct number of Workweeks. In the absence of any contrary documentation, the Administrator
9 must presume that the Workweeks contained in the Class Notice are correct so long as they are
10 consistent with the Class Data. The Administrator's determination of each Class Member's
11 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
12 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
13 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
14 Administrator's determination the challenges.

15 7.7. Objections to Settlement

16 7.7.1. Only Participating Class Members may object to the class action components of
17 the Settlement and/or this Agreement, including contesting the fairness of the
18 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
19 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

20 7.7.2. Participating Class Members may send written objections to the Administrator, by
21 mail. The Participating Class Member's written objection should include the objector's
22 name, signature, address, email address or telephone number, and a statement of whether
23 the objector plans to appear at the Final Approval Hearing, along with whatever legal
24 authority, if any, the objector asserts in support of their objections. In the alternative,
25 Participating Class Members may appear in Court (or hire an attorney to appear in
26 Court) to present verbal objections at the Final Approval Hearing. A Participating Class
27 Member who elects to send a written objection to the Administrator must do so not later
28 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, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for

Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to file 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.

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

2 Based on its records, Defendant estimates that, as of the date of this Settlement
3 Agreement, (1) there are 97 Class Members; and (2) 7,809 Total Workweeks during the Class
4 Period.

5 8.1. Increase in Workweeks. It is estimated that there are approximately 7,809 Workweeks
6 during the Class Period. In the event the number of Workweeks during the Class Period increases
7 by more than 10% (more than 8,599 total Workweeks), then Defendant, in its sole discretion, has
8 the option to either: (1) increase the Gross Settlement Amount proportionally by the Workweeks
9 in excess of 8,599 multiplied by the Workweek Value; or (2) end the Class Period on the date
10 that the total number of Workweeks reaches 8,599. The Workweek Value shall be calculated by
11 dividing the Gross Settlement Amount by 7,809. The Parties agree that the Workweek Value
12 amounts to \$52.50 per Workweek (\$410,000 / 7,809 Workweeks). Thus, for example, should
13 there be 9,191 Workweeks in the Class Period, and Defendant elects option (1) above, then the
14 Gross Settlement Amount shall be increased by \$31,080.00 ([9,191 Workweeks – 8,599
15 Workweeks] x \$52.50/Workweek). Defendant shall provide the Class Data to the administrator
16 no later than 60 days after full execution of the long form agreement. Defendant shall make its
17 election regarding the above no later than 15 days after receiving information from the
18 administrator regarding the workweek count.

19 **9. MOTION FOR FINAL APPROVAL**

20 9.1. Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for
21 final approval of the Settlement that includes a request for approval of the PAGA settlement
22 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
23 Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts
24 of these documents to Defense Counsel at least two (2) calendar days prior to filing the Motion
25 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and
26 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

27 9.2. Response to Objections. Each Party retains the right to respond to any objection raised
28 by a Participating Class Member, including the right to file responsive documents in Court no

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

3 9.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment, or Administrator Expenses Payment shall not constitute a material
10 modification to the Agreement within the meaning of this paragraph.

11 9.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
12 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
13 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
14 and (iii) addressing such post-Judgment matters as are permitted by law.

15 9.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
18 respective counsel, and all Participating Class Members who did not object to the Settlement as
19 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
20 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
21 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
22 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
23 Parties' obligations to perform under this Agreement will be suspended until such time as the
24 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
25 the amount of the Net Settlement Amount.

26 9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted

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

10. AMENDED JUDGMENT

10.1. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

15 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
17 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
18 ability to communicate with Class Members in accordance with Class Counsel's ethical
19 obligations owed to Class Members.

20 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the Parties
22 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
23 inducements made to or by any Party.

24 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
26 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
27 its terms, and to execute any other documents reasonably required to effectuate the terms of this
28 Agreement including any amendments to this Agreement.

1 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise. Plaintiffs and Class Members are not relying on any
16 statements, representations, or calculation by Defendant, Defendant's Counsel Class Counsel, or
17 the Administrator in this regard. Plaintiffs and Class Members understand and agree that Plaintiff
18 and Class Members will be solely responsible for the payment of any taxes and penalties assessed
19 on the payments described in this Settlement Agreement. Plaintiff and Class Members should
20 consult with their tax advisors concerning the tax consequences of any payment they receive
21 under the Settlement.

22 11.9. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
23 Settlement shall be deemed to be paid to the payee solely in the year in which such payments
24 actually are issued to the payee. It is expressly understood and agreed that payments made under
25 this Settlement shall not in any way entitle Plaintiff or Class Members to additional compensation
26 or benefits under any new or additional compensation or benefits, or any bonus, contest, or other
27 compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
28 Plaintiff or Class Members to any increased retirement, 401K benefits or matching benefits, or

deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

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

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

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

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

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

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

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

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

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

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

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

IT IS SO AGREED:

///

[SIGNATURE PAGE FOLLOWS]

Israel Gomez

06/22/2026

Plaintiff, Israel Gomez

DocuSigned by:

John Visbal

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John Visbal

President

For Defendant, East Bay Logistics, Inc.

Armando Amador

07/14/2026

Plaintiff, Armando Amador

AGREED AS TO FORM ONLY:

Vedang J. Patel

6/22/2026

David D. Bibiyan

Vedang J. Patel

Counsel for Plaintiffs Israel Gomez and

Armando Amador

DocuSigned by:

Hieu T. Williams

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Hieu T. Williams

Michelle C. Freeman

Counsel for Defendant

Michael Elkin

07/14/2026

Michael Elkin

Counsel for Plaintiffs Israel Gomez and

Armando Amador