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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED

JOSE L. TELLO JURADO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TEIXEIRA AND SONS, LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24CV-03067

Assigned for All Purposes to:
Hon. Stephanie L. Jamieson, Ctrm. 8

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: June 11, 2024
FAC Filed: August 19, 2024
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jose L. Tello Jurado (“Plaintiff”) and Defendant Teixeira and Sons, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Jose L. Tello Jurado, individually, and on behalf of all others similarly situated, v. Teixeira and Sons, LLC, a California limited liability company; and DOES 1 through 10, inclusive*, Case No. 24CV-03067 initiated on June 11, 2024, and pending in Superior Court of the State of California, County of Merced.
- 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the PAGA Period.
- 1.5. “Class” or “Class Members” means all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period.
- 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 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 possession

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

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 COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, 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 June 11, 2020 through July 21, 2025, or the date upon which the Court grants preliminary approval of this Settlement, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.13. "Class Representative" means the named Plaintiff Jose L. Tello Jurado in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Merced.

1.16. "Defendant" means Teixeira and Sons, LLC.

1.17. "Defense Counsel" means SAGASER, WATKINS & WIELAND, PC.

1.18. "Effective Date" means the date by when both of the following have occurred: (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 upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means **Two Hundred Seventy-One Thousand Eight Hundred Forty-Five Dollars and Zero Cents (\$271,845.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23. “Individual Class Payment” means a 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 25% 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 the Final Approval.

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

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the 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. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from June 11, 2023 through July 21, 2025, or the date upon which the Court grants preliminary approval of this Settlement, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

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

1.33. “PAGA Notice” means Plaintiff’s June 11, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$25,000.00, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to LWDA (\$18,750.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Jose L. Tello Jurado, the named plaintiff in the Action.

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

1.38. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means: Defendant Teixeira & Sons, LLC, and Defendant’s respective agents, officers, employees, directors, owners, subsidiaries, DBA’s, affiliates and parent companies.

1.41. “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.

1.42. “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) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or 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 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

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

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

2. **RECITALS.**

2.1. On June 11, 2024, Plaintiff commenced this Action by filing a Complaint in Merced Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements); (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On August 19, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action

1 alleged.

2 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
3 the LWDA by sending the PAGA Notice on June 11, 2024.

4 2.3. On May 20, 2025, the Parties participated in an all-day mediation presided over by Michael
5 Young, Esq. and subsequently reached an agreement to settle the Action.

6 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and
7 information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and
8 time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval
9 set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
10 *Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

11 2.5. The Court has not granted class certification.

12 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
13 other pending class action asserting claims that will be extinguished or affected by the Settlement.

14 **3. MONETARY TERMS.**

15 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
16 promises to pay a maximum of **\$271,845.00** as the Gross Settlement Amount, and to separately pay any and
17 all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has
18 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
19 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
20 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
21 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

22 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
23 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
24 Approval:

25 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
26 more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
27 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
28 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed

1 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
2 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
3 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
4 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
5 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
6 Representative Service Payment and agrees to indemnify Defendant and hold it harmless for any
7 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
8 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
9 Payment.

10 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
11 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$20,000.00.
12 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the
13 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval
14 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
15 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
16 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
17 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or
18 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
19 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.
20 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
21 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant
22 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest
23 or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on
24 these Payments or from any dispute or controversy regarding any division or sharing of any of these
25 Payments.

26 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,700.00 except
27 upon a showing of good cause and as approved by the Court. To the extent the Administration
28 Expenses are less than, or the Court approves payment less than this amount, the Administrator will

1 retain the remainder in the Net Settlement Amount. Apex Class Action Administration has been
2 selected as the Administrator, based upon its “not to exceed” bid of \$5,700.

3 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
4 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
5 Class Members during the Class Period and (b) multiplying the result by each Participating Class
6 Member’s Workweeks.

7 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
8 Class Member’s Individual Class Payment will be allocated to settlement of
9 wage claims (the “Wage Portion”). The Wage Portion of each Individual
10 Class Payment is subject to tax withholding and will be reported on an IRS
11 W-2 Form. The 80% of each Participating Class Member’s Individual Class
12 Payment will be allocated to settlement of claims for interest and penalties
13 (the “Non-Wage Portion”). The Non-Wage Portion of each Individual Class
14 Payment is not subject to wage withholdings and will be reported on IRS
15 1099 Forms. Participating Class Members assume full responsibility and
16 liability for any taxes owed on their Individual Class Payments and agree to
17 indemnify Defendant and hold it harmless for any responsibility, liability,
18 claim, complaint, damages, penalties, interest or any other actual or potential
19 damages arising from Participating Class Members’ obligations to pay taxes
20 owed on these Payments.

21 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
22 Class Payments. Non-Participating Class Members will not receive any
23 Individual Class Payments. The Administrator will retain amounts equal to
24 their Individual Class Payments in the Net Settlement Amount for
25 distribution to Participating Class Members on a pro rata basis.

26 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 be
27 paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment
28 and 25% (\$6,250.00) allocated to 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 (\$6,250) 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 Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

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 the appropriate IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of May 20, 2025, the number of Workweeks worked by the estimated 85 class members during the Class Period is estimated to be 11,365 and the number of pay periods worked by the Aggrieved Employees is 4,683.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform required tasks 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

1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
2 Class Data.

3 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,
4 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
5 of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the
6 Effective Date.

7 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
8 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
9 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
10 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses
11 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
12 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
13 precede disbursement of Individual Class Payments and Individual PAGA Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
15 Individual PAGA Payments and send them to the Class Members via First Class
16 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
17 when the check will be voided, which date shall be one hundred eighty (180) days
18 after the date of mailing. The Administrator will cancel all checks not cashed by the
19 void date. The Administrator will send checks for Individual Settlement Payments
20 to all Participating Class Members (including those for whom Class Notice was
21 returned undelivered). The Administrator will send checks for Individual PAGA
22 Payments to all Aggrieved Employees including Non-Participating Class Members
23 who qualify as Aggrieved Employees (including those for whom Class Notice was
24 returned undelivered). The Administrator may send Participating Class Members a
25 single check combining the Individual Class Payment and the Individual PAGA
26 Payment. Before mailing any checks, the Settlement Administrator must update the
27 recipients' mailing addresses using the National Change of Address Database.

28 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 seven (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 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(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. RELEASES OF CLAIMS.

As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or

without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiff releases the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from their employment with the Defendant. The released claims include, without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, et seq.; (15) the California Government Code; and (16) the California Wage Orders (collectively “Claim” or “Claims”) which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the final approval of this Settlement Agreement. (Everything released based on the above as well as everything released as part of the Released Class Claims discussed below will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. Plaintiff also understands and agrees that in accordance with the Older Workers Benefit Protection Act, Plaintiff: Has had up to 21 days

1 within which to consider this Agreement before executing it. Plaintiff agrees that if
2 Plaintiff elects to sign the agreement in less than 21 days, Plaintiff does so voluntarily
3 and without pressure or coercion from Defendant and waives any further period of
4 consideration; Has carefully read and fully understands all of the provisions of this
5 Agreement and that the provisions of this Agreement are written in a manner
6 designed to be understood by Plaintiff; Is, through this Agreement, releasing
7 Defendants from any and all rights or claims Plaintiff may have against Defendant
8 under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.)
9 (“ADEA”); Knowingly and voluntarily intends to be legally bound by the same; Was
10 advised and hereby is advised in writing to consider the terms of this Agreement and
11 consult with an attorney of Plaintiff’s choice before executing this Agreement; Has
12 a full seven days following the execution of this Agreement to revoke this
13 Agreement and has been and hereby is advised in writing that this Agreement shall
14 not become effective or enforceable until the revocation period has expired;
15 Understands that rights or claims under the ADEA that may arise after the date this
16 Agreement is executed are not waived. Plaintiff further understands, however, that
17 such rights will arise against Defendant in light of this Agreement.

18 5.1.2. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross
19 Settlement Amount, the claims released by Plaintiff, as agent and proxy of the
20 LWDA will include any and all claims for civil penalties under the California Labor
21 Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698,
22 et seq., against the Released Parties for work performed during the PAGA Period
23 and based on or arising out of the alleged violations of the Labor Code sections
24 alleged in Plaintiff’s letter to the LWDA and the Action, or which could have been
25 alleged under the same or similar facts plead in Plaintiff’s letter to the LWDA or the
26 Action.

27 5.1.3. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of
28 Plaintiff’s Release, 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: 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 occurred during the Class Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Class Claims include, without limitation, violations of Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1174.5 1182.12, 1194, 1194.2, 1197, 1198 and 2802; applicable IWC Wage Orders, and Business & Professions Code section 17200, et. seq, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) all related violations of the applicable Wage Orders; (7) all related violations of California’s unfair competition law; and (8) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action. 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.

5.3. Release by Aggrieved Employees: Aggrieved Employees, whether or not they are Participating Class Members, shall be deemed to release, to the extent permissible by law, any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and

1 based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff's letter to the
2 LWDA and the Action, or which could have been alleged under the same or similar facts plead in Plaintiff's
3 letter to the LWDA or the Action.

4 **6. MOTION FOR PRELIMINARY APPROVAL.**

5 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary
6 Approval") that complies with the Court's current checklist for Preliminary Approvals.

7 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
8 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
9 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement
10 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)
11 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
12 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for
13 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for
14 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of
15 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
16 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
17 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
18 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the
19 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent
20 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
21 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement
22 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class
23 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
24 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected
25 by the Settlement.

26 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
27 expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after
28 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary

1 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class
2 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

3 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
5 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
6 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
7 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
8 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,
9 to modify the Agreement and otherwise satisfy the Court's concerns.

10 **7. SETTLEMENT ADMINISTRATION.**

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

17 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
18 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
19 federal tax authorities.

20 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
21 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

22 7.4. Notice to Class Members.

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

27 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
28 (14) days after receiving the Class Data, the Administrator will send to all Class

Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (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 fourteen (14) days beyond the forty-five (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 person or by telephone, and 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 fourteen (14) days after receipt of Class

Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice or as otherwise extended for re-mailed Class Notices as described herein. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, subject to extension for remailed Class Notices as described herein.

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

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

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a

1 Non-Participating Class Member and shall not receive an Individual Class Payment
2 or have the right to object to the class action components of the Settlement. Because
3 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
4 Non-Participating Class Members are eligible for an Individual PAGA Payment.

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

18
19 7.7. Objections to Settlement.

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

25 7.7.2. Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail. In the alternative, Participating Class Members may appear in
27 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
28 Approval Hearing. A Participating Class Member who elects to send a written

objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

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

7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved Employees have no right to object to or intervene in any of the PAGA 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 post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, the Final Approval and the Judgment on the Administrator's website. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes 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 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion 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

1 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
2 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
3 The Weekly Reports must include provide the Administrator’s assessment of the
4 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
5 and objections received.

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

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

22 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
23 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
24 will provide Class Counsel and Defense Counsel with a final report detailing its
25 disbursements by employee identification number only of all payments made under
26 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
27 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
28 signed declaration suitable for filing in Court attesting to its disbursement of all

1 payments required under this Agreement. Class Counsel is responsible for filing the
2 Administrator's declaration in Court.

3 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

4 Based on its records, Defendant estimates that, as of May 20, 2025, the number of Workweeks
5 during the Class Period is estimated to be 11,365. The Parties have stipulated to a 10% escalation of the
6 estimated Workweeks in the final Workweeks' count at the end of the Class Period without any increase to
7 the Gross Settlement Amount. If the number of actual Workweeks during the Class Period exceeds this 10%
8 cushion above the estimated workweek total of 11,365 (i.e., exceeds 12,501 workweeks), Defendant may
9 elect to either (1) purchase the additional workweeks above the 10% cushion (i.e. the weeks above the 12,501
10 total) at a *pro rata* rate, or (2) cut off the release period as of the date the 10% cushion is exhausted. If
11 Defendant elects Option (1) from the previous sentence, Defendant shall increase the Gross Settlement
12 Amount by a *pro-rata* dollar value equal to the number of Workweeks in excess of 12,501 workweeks. For
13 example, if there is a 1% increase over the 10% cushion, then the GSA increases by 1%.

14 **9. RIGHT TO WITHDRAW**

15 If 7.5% or more of the Settlement Class members elect not to participate in the Settlement by
16 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all
17 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects
18 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
19 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
20 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that
21 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10)
22 days after the Administrator sends the final Exclusion List to the Parties; late elections will have no effect.

23 **10. MOTION FOR FINAL APPROVAL.**

24 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
25 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
26 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
27 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense
28 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will

expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

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

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), 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.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1. 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 not 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 Plaintiff reserves 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).

12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)

1 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective
2 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement
3 Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class Members,
4 the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order,
5 final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations,
6 statements, proceedings and data relating thereto shall be deemed confidential mediation settlement
7 communications and not subject to disclosure for any purpose in any proceeding.

8 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
10 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
11 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
12 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
13 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
14 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
15 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
16 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
17 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
18 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
19 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding
20 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
21 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
22 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
24 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
25 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
26 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

27 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
28 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the

1 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
2 by any Party.

3 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
5 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
6 execute any other documents reasonably required to effectuate the terms of this Agreement including any
7 amendments to this Agreement.

8 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
9 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
10 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
11 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
12 to implement the Settlement, or on any modification of the Agreement that may become necessary to
13 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

14 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
16 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
17 discharged by the Party in this Settlement.

18 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
19 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
20 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
21 or otherwise.

22 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
23 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
24 approved by the Court.

25 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
26 benefit of, the successors of each of the Parties.

27 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
28 governed by and interpreted according to the internal laws of the state of California, without regard to

1 conflict of law principles.

2 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
3 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
4 drafter or participated in the drafting.

5 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
6 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
7 of this Agreement.

8 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
9 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
10 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
11 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
12 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
13 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all
14 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
15 Defendant.

16 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
17 for convenience of reference only and does not constitute a part of this Agreement.

18 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
19 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
20 legal holiday, such date or deadline shall be on the first business day thereafter.

21 12.18. Notice. All notices, demands or other communications between the Parties in connection
22 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
23 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

24 To Plaintiff:

25 Seung L. Yang
26 seung.yang@thesentinelfirm.com
27 Tiffany Hyun
28 tiffany.hyun@thesentinelfirm.com
Jeffrey P. Jackson
jeffrey.jackson@thesentinelfirm.com
THE SENTINEL FIRM, APC

355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendant:

Paul J. Bauer
paul@sw2law.com
SAGASER, WATKINS & WIELAND, PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483

12.19. 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.

12.20. 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.

[SIGNATURES ON NEXT PAGE]

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 07 / 14 / 2025

By: 
JOSE L. TELLO JURADO

5
6 **Plaintiff's Counsel:**

7 Dated: July 14, 2025

THE SENTINEL FIRM, APC

8
9 By: 

10 Seung L. Yang
11 Tiffany Hyun
12 Jeffrey P. Jackson

Attorneys for Plaintiff
JOSE L. TELLO JURADO

13 **Defendant:**

14 Dated: ____

TEIXEIRA AND SONS, LLC

15 By: _____
16 Print Name

17 _____
18 Signature

19 _____
20 Title

21 **Defendant's Counsel:**

22 Dated: ____

SAGASER, WATKINS & WIELAND, PC

23 By: _____
24 Paul J. Bauer

25 Attorneys for Defendant
26 TEIXEIRA AND SONS, LLC

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: ____

By: _____
JOSE L. TELLO JURADO

5
6 **Plaintiff's Counsel:**

7 Dated: ____

THE SENTINEL FIRM, APC

8
9 By: _____

10 Seung L. Yang
11 Tiffany Hyun
12 Jeffrey P. Jackson

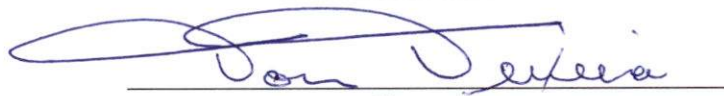
Attorneys for Plaintiff
JOSE L. TELLO JURADO

13 **Defendant:**

14 Dated: July 21, 2025

TEIXEIRA AND SONS, LLC

15 By: Tom Teixeira
16 Print Name

17 
18 Signature

19 Member / Owner
20 Title

21 **Defendant's Counsel:**

22 Dated: 21 July 2025

SAGASER, WATKINS & WIELAND, PC

23 By: Paul J. Bauer
24 Paul J. Bauer

25 Attorneys for Defendant
26 **TEIXEIRA AND SONS, LLC**