

EXHIBIT 2

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MIKE OWEN FABRICATION, INC.

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

CARLOS MEZA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

MIKE OWEN FABRICATION, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. BCV-24-100323

ASSIGNED FOR ALL PURPOSES TO:

Hon. Gregory Pulskamp, Department J

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: January 30, 2024

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff CARLOS MEZA (“Plaintiff”) and Defendant MIKE OWEN FABRICATION, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class and representative action wage and hour violations against Defendant captioned *Carlos Meza v. Mike Owen Fabrication, Inc.*, Case No. BCV-24-100323, filed on January 30, 2024 in Kern County Superior Court; and a subsequent First Amended Complaint alleging an additional cause of action for civil penalties under the Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698 *et seq.*) filed on August 13, 2024.

1.2 “Administrator” means xPand Legal Consulting, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” 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 persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period.

1.6 “Class Counsel” means John G. Yslas and William M. Pao of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA in the amount of Eight-Three Thousand Six Hundred Sixty Dollars (\$83,660.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed Ten Thousand Dollars (\$10,000.00) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “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).

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from January 30, 2020 through the date of preliminary approval (“Settlement Class Period”).

1.14 “Class Representative” means the named Plaintiff Carlos Meza in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Kern.

1.17 “Defendant” means named Defendant Mike Owen Fabrication, Inc.

1.18 “Defense Counsel” means Jerry W. Pearson and Emma J. Doty of Klein, Denatale, Goldner, Cooper Rosenlieb & Kimball LLP.

1.1 “Effective Date” means the date by which 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: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) 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 (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.2 “Employee’s Taxes and Required Withholding” means the employee’s share of any and all applicable federal, state or local payroll taxes, inclusion those collected under authority of the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, or State Unemployment Tax Act on the portion of any Individual Class Payment that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from the Individual Class Payments paid to Participating Class Members.

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

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

1.5 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.6 “Gross Settlement Amount” or “GSA” means Two Hundred Fifty Thousand Nine Hundred Eighty Dollars and No Cents (\$250,980.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.7 “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.

1.8 “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.

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

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

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

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

1.13 “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.

1.14 “Operative Complaint” means the operative First Amended Class Action Complaint filed on August 13, 2024 in the Action.

1.15 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.16 “PAGA Period” means the period from June 4, 2023 through the date of preliminary approval.

1.17 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 *et seq.*).

1.18 “PAGA Notice” means Plaintiff’s June 4, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.19 “PAGA Penalties” means the total amount of Ten Thousand Dollars and No Cents (\$10,00.00) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$2,500.00) to the Aggrieved Employees and 75% (\$7,500.00) to the LWDA in settlement of PAGA claims.

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

1.21 “Plaintiff” means Carlos Meza, the named plaintiff in the Action.

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

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

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

1.25 “Released Parties” means Defendants in the Action and all of their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, members, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be liable for any of the Released Class Claims and/or Released PAGA Claims.

1.26 “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.

1.27 “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 fourteen (14) calendar days beyond the Response Deadline has expired.

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

1.29 “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 January 30, 2024, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate

1 Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair
2 Business Practices.

3 2.2 On June 4, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave written notice
4 to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under
5 PAGA (LWDA-CM-1032095-24). On August 13, 2024, after the 65-day statutory period passed,
6 Plaintiff filed the First Amended Complaint, adding an additional claim for penalties pursuant to
7 PAGA.

8 2.3 Defendant denies the allegations in the Action, denies any failure to comply with the
9 laws identified in the Action, and denies any and all liability for the causes of action alleged in
10 the Actions.

11 2.4 On March 3, 2026, the Parties participated in an all-day mediation presided over by
12 mediator M. Scott Radovich. The Parties were able to reach a settlement that day and agreed on
13 general settlement terms which were memorialized in a Memorandum of Understanding executed
14 that same day.

15 2.5 The Parties agree that this Agreement is for settlement purposes only and if, for any
16 reason, the Agreement is not approved, the Agreement will be of no force or effect. In such event,
17 nothing in this Agreement shall be used or construed by or against any party as a determination,
18 admission, or concession of any issue of law or fact in the Action; and the Parties do not waive,
19 and instead expressly reserve, their respective rights with respect to the prosecution and defense
20 of this Action as if this Agreement never existed.

21 2.6 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
22 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
23 representative sampling of time and payroll data for Class Members and the necessary policy
24 documents through informal discovery to properly evaluate the strengths and weakness of the
25 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
26 to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
27 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
28 ("*Dunk/Kullar*").

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

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay Two Hundred Fifty Thousand Nine Hundred Eighty Dollars (\$250,980.00) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

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

3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff of not more than Seven Thousand Five Hundred Dollars (\$7,500.00) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

1 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
2 Gross Settlement Amount, in the amount of Eighty-Three Thousand Six Hundred Sixty Dollars
3 and No Cents (\$83,660.00) and a Class Counsel Litigation Expenses Payment for actual costs,
4 not to exceed Ten Thousand Dollars (\$10,000.00). Defendant will not oppose requests for these
5 payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation
6 Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or
7 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
8 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
9 will allocate the remainder to the Net Settlement Amount for distribution to Participating Class
10 Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel
11 arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel
12 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
13 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
14 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
15 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
16 from any dispute or controversy regarding any division or sharing of any of these Payments.

17 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed Ten Thousand
18 Dollars (\$10,000.00) except for a showing of good cause and as approved by the Court. To the
19 extent the Administration Costs are less or the Court approves payment of less than \$10,000.00,
20 the Administrator will retain the remainder in the Net Settlement Amount to be distributed to
21 Participating Class Members.

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

26 3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each
27 Participating Class Member's Individual Class Payment will be allocated to the Settlement of
28 wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be

reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 Calculation of Individual PAGA Payment. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$2,500.00 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 individual 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 to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 206 Class Members who collectively worked a total of

12,549 workweeks during the Class Period, and 132 Aggrieved Employees who worked a total of 6,545 PAGA Pay Periods during the PAGA Period.

4.2 Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator according to the following schedule:

- First payment of \$118,660.00 due ninety (90) days after the court hearing for preliminary approval of the settlement (the "First Payment").
- Second payment of \$66,160.00 will be due one hundred eighty (180) days after the First Payment's due date (the "Second Payment").
- Third and final payment of \$66,160.00 will be due one hundred eighty (180) days after the Second Payment's due date, i.e. three hundred sixty (360) days after the First Payment's due date (the "Third Payment").

4.4 Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendant fully 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 Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,

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

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

16 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
17 Members whose checks are returned undelivered without USPS forwarding address. Within seven
18 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
19 forwarding address provided or to an address ascertained through the Class Member Address
20 Search. The Administrator need not take further steps to deliver checks to Class Members whose
21 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
22 replacement check to any Class Member whose original check was lost or misplaced, requested
23 by the Class Member prior to the Void Date.

24 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
26 funds represented by such checks to the California Controller’s Unclaimed Property Fund in the
27 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
28 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. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and does hereby forever generally release and discharge, the Released Parties from all claims, transactions, occurrences, complaints, liabilities, obligations, promises, agreements, controversies, damages, causes of action, suit, rights, demands, costs, losses, or debts or expenses (including attorney fees and costs) including, but not limited to: (a) arising out of or in any way connected with their employment with Defendants, including the Released Claims, (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff Carlos Meza's PAGA Notice, or ascertained during the Action and released under 5.2, below, and (d) any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not limited to, any and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Securities Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California

1 Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and
2 all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any
3 and all claims based on constitutional, statutory, common law, or regulatory grounds as well as
4 any other claims based on theories of wrongful or constructive discharge, breach of contract or
5 implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of
6 emotional distress, negligent infliction of emotional distress, or damages under any other federal,
7 state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief,
8 no matter how denominated, including, but not limited to, back pay, front pay, vacation pay,
9 bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
10 damages for pain and suffering, and attorney fees and costs. ("Plaintiff's Release.") Plaintiff's
11 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
12 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
13 compensation benefits that arose at any time, or based on occurrences after signing this
14 Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
15 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
16 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
17 or additional facts or Plaintiff's discovery of them.

18 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
20 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

25 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of
26 the above Civil Code section 1542. Plaintiff may hereafter discover facts in addition to or different
27 from those which he now knows or believes to be true with respect to the subject matter of all the
28 claims referenced herein, but agree that, upon the funding of the entire Gross Settlement Amount

1 and employer taxes, Plaintiff shall and hereby does fully, finally, and forever settle and release
2 any and all claims against the Released Parties, known or unknown, suspected or unsuspected,
3 contingent or non-contingent, that were asserted or could have been asserted upon any theory of
4 law or equity without regard to the subsequent discovery of existence of such different or
5 additional facts, through the date on which this Agreement is fully executed.

6 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and
7 their respective former and present representatives, agents, attorneys, heirs, dependents,
8 administrators, devisees, legatees, executors, trustees, conservators, guardians, personal
9 representatives, successors, and assigns, whether individual, class, representative, legal,
10 equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release
11 and discharge, the Released Parties from (i) all claims, rights, demands, liabilities, and causes of
12 action, in law or in equity, arising at any time during the Class Period for the claims brought by
13 Plaintiff in the Operative Complaint, or that could have been brought by Plaintiff, based on the
14 facts alleged therein, including but not limited to: (1) failure to pay minimum and straight time
15 wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay
16 overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal
17 periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest
18 periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at
19 termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized
20 wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for
21 expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment
22 records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) unfair business practices
23 (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (10) any and all causes of action,
24 claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses
25 alleged in the Operative Complaint, or that could have been alleged based upon the facts alleged
26 in the operative complaint during the Class Period (“Released Class Claims”). To the extent based
27 on facts alleged on the Operative Complaint, the Released Class Claims encompass all claims
28 pursuant to the applicable IWC Wage Order (including Wage Orders 1 and 4), and Labor Code

§§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, 2804. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The enumeration of these specific claims shall neither enlarge nor 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 the Complaint. The Released Class Claims are those that accrued during the Class Period.

5.2.1 Each Participating Class Member will be bound to the release of Released Class Claims as a result of this Settlement and to the terms of the final judgment and the satisfaction of such judgment.

5.2.2 Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Class Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Class Payment. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

5.3 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's June 4, 2024 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor

Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

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

6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff

1 and Class Counsel shall aver that they are not aware of any other pending matter or action
2 asserting claims that will be extinguished or adversely affected by the Settlement.

3 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
4 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
5 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
6 Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the
7 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

16 7. **SETTLEMENT ADMINISTRATION.**

17 7.1 Selection of Administrator. The Parties have jointly selected xPand Legal Consulting,
18 LLC to serve as the Administrator and verified that, as a condition of appointment, the
19 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
20 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
21 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
22 Administrator other than a professional relationship arising out of prior experiences administering
23 settlements.

24 7.2 Employer Identification Number. The Administrator shall have and use its own
25 Employer Identification Number for purposes of calculating payroll tax withholdings and
26 providing reports to state and federal tax authorities.

27 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
28 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation

section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation 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 five (5) 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 days (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.

1 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data and should
3 have received Class Notice, the Parties will expeditiously meet and confer in person or by
4 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
5 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
7 requiring them to exercise options under this Agreement not later than fourteen (14) days after
8 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9 7.5 Requests for Exclusion (Opt-Outs).

10 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
12 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
13 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
14 is a letter from a Class Member or his/her representative that reasonably communicates the Class
15 Member's election to be excluded from the Settlement and includes the Class Member's name,
16 address and email address or telephone number. To be valid, a Request for Exclusion must be
17 timely faxed, emailed, or postmarked by the Response Deadline. The Parties agree that none of
18 them will encourage any Class Members to opt-out. If 5% or more Class Members opt-out of the
19 settlement, Defendant has the right (but not obligation) to void the settlement.

20 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
21 to contain all the information specified in the Class Notice. The Administrator shall accept any
22 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
23 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to challenge. If the
25 Administrator has reason to question the authenticity of a Request for Exclusion, the
26 Administrator may demand additional proof of the Class Member's identity. The Administrator's
27 determination of authenticity shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class Members'
4 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
5 Class Member actually receives the Class Notice or objects to the Settlement.

6 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
8 right to object to the class action components of the Settlement. Because future PAGA claims are
9 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
10 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
11 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

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

25 7.7 Objections to Settlement.

26 7.7.1 Only Participating Class Members may object to the class action components of the
27 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
28

1 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
2 Payment and/or Class Representative Service Payment.

3 7.7.2 Participating Class Members may send written objections to the Administrator, by
4 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
5 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
6 Participating Class Member who elects to send a written objection to the Administrator must do
7 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
8 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

9 7.7.3 Non-Participating Class Members have no right to object to any of the class action
10 components of the Settlement.

11 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
12 performed or observed by the Administrator contained in this Agreement or otherwise.

13 7.8.1 Email Address and Toll-Free Number. The Administrator will establish, maintain
14 and use an email address and a toll-free telephone number to receive Class Member calls, faxes
15 and emails.

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

24 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
25 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
26 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
27 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
28 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA

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

4 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
5 address and make final decisions consistent with the terms of this Agreement on all Class Member
6 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
7 shall be final and not appealable or otherwise susceptible to challenge.

8 7.8.5 Employer’s Share of Payroll Taxes. The Administrator shall handle all tax
9 document preparation and reporting, including W-2 and/or 1099 Forms, and any other state and
10 federal tax forms. The Administrator shall calculate the amount of the employer’s taxes and shall
11 remit and report the applicable portions of the payroll tax payment to the appropriate taxing
12 authorities in a timely manner.

13 7.8.6 Administrator’s Declaration. Not later than fourteen (14) days before the date by
14 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
15 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
16 for filing in Court attesting to its due diligence and compliance with all of its obligations under
17 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
18 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
19 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
20 number of written objections and attach the Exclusion List. The Administrator will supplement
21 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
22 for filing the Administrator’s declaration(s) in Court.

23 7.8.7 Posting of Final Judgment. Within ten (10) days after the Court has held a Final
24 Approval Hearing and entered the Judgment certifying the Class for settlement purposes only and
25 approving the Settlement, the Administrator will give notice of judgment to Class Members
26 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said Judgment on its
27 website at a web address to be included in the Class Notice.
28

1 7.8.8 Final Report by Settlement Administrator. Within ten (10) days after the
2 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
3 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
4 identification number only of all payments made under this Agreement. At least fifteen (15) days
5 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
6 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
7 of all payments required under this Agreement. Class Counsel is responsible for filing the
8 Administrator's declaration in Court.

9 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. The GSA is based on
10 Defendant's estimate that the Class Members worked a total of 12,549 workweeks during the
11 Class Period through January 18, 2026. If the actual number of workweeks worked by the Class
12 Members exceeds this estimate by more than 10%, Defendant has the option to: (1) terminate the
13 Class Period on the date when the number of workweeks surpasses 110% of the estimated 12,549
14 workweeks, or (2) increase the GSA proportionally to match the percentage increase beyond the
15 10% threshold. For example, if the number of workweeks increases by 11%, Defendant may
16 choose to increase the GSA by 1% or end the Class Period on the date the total number of
17 workweeks exceeds 110% of the initial estimate of 12,549 workweeks. If this provision is
18 triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase
19 proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the GSA
20 after the upward adjustment required by this provision is implemented.

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

1 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
2 by a Participating Class Member, including the right to file responsive documents in Court no
3 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
4 accepted by the Court.

5 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, the scope of
7 release to be granted by Class Members), the Parties will expeditiously work together in good
8 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
9 Approval. The Court's decision to award less than the amounts requested for the Class
10 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
11 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
12 modification to the Agreement within the meaning of this paragraph.

13 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
14 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
15 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
16 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
19 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
20 counsel, and all Participating Class Members who did not object to the Settlement as provided in
21 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
22 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
23 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
24 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
25 obligations to perform under this Agreement will be suspended until such time as the appeal is
26 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
27 of the Net Settlement Amount.
28

1 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
3 modification of this Agreement (including, but not limited to, the scope of release to be granted
4 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
5 expeditiously work together in good faith to address the appellate court's concerns and to obtain
6 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
7 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
8 Court's award of the Class Representative Service Payment or any payments to Class Counsel
9 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
10 as long as the Gross Settlement Amount remains unchanged.

11 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
12 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
13 judgment.

14 11. **ADDITIONAL PROVISIONS.**

15 11.1 No Admission of Liability, Class Certification or Representative Manageability for
16 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
17 claims. Nothing in this Agreement is intended or should be construed as an admission by
18 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
19 any liability for any claims asserted; nor should it be intended or construed as an admission by
20 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
21 certification and representative treatment is for purposes of this Settlement only. If, for any
22 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
23 reserves the right to contest certification of any class for any reason, Defendant reserves all
24 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
25 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
26 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
27 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
28 Settlement and this Agreement).

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

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

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

27 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

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

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

15 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
18 Part 10, as amended) or otherwise.

19 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed by all Parties or their
21 representatives, and approved by the Court.

22 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
23 to the benefit of, the successors of each of the Parties.

24 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

11.12 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.

11.13 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.

11.14 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.

11.15 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.

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

<u>To Plaintiff:</u>	<u>To Defendant:</u>
John G. Yslas (SBN 187324) john.yslas@wilshirelawfirm.com William M. Pao (SBN 219846) william.pao@wilshirelawfirm.com WILSHIRE LAW FIRM PLC 660 South Figueroa Street Sky Lobby Los Angeles, California 90017 Telephone: (213) 381-9988 Facsimile: (213) 381-99	KLEIN, DeNATALE, GOLDNER, COOPER ROSENLIEB & KIMBALL LLP Jerry W. Pearson (SBN 179773) jpearson@kleinlaw.com Emma J. Doty (SBN 355349) edoty@kleinlaw.com 10000 Stockdale Highway, Suite 200 Bakersfield, California 93311 Telephone: (661) 395-1000

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

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18 Attorneys' Fees and Costs. Except as otherwise specifically provided for herein, each party shall bear his or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any other party in this Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover his or its reasonable attorneys' fees and costs.

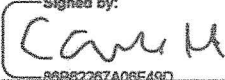
11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

11.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Kern County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 5/13/2026

Signed by:

8882267A08E49D
 Plaintiff Carlos Meza

DATED: 5/20/26


 Defendant Mike Owen Fabrication, Inc.

By: 

Position: GENERAL MANAGER

Approved As To Form and Content:

DATED: 5/13/2026

WILSHIRE LAW FIRM PLC

BY: 
JOHN G. YSLAS
WILLIAM M. PAO
Counsel for Plaintiff
CARLOS MEZA

DATED: 5/20/2026

KLEIN, DeNATALE, GOLDNER, COOPER
ROSENLIEB & KIMBALL LLP

BY: 
JERRY W. PEARSON
EMMA DOTY
Counsel for Defendant
MIKE OWEN FABRICATION, INC.