SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made and entered by and between Plaintiff EFRAIN FERNANDEZ ("Plaintiff") and Defendants Uprite Construction Corporation and Vertex Civil LLC (collectively "Defendants", and with Plaintiff then collectively "the Parties") to settle the action entitled *Efrain Fernandez v Uprite Construction et al.* (Orange County Superior Court, Case No. 0-2024-01408653-CU-OE-CXC) ("Lawsuit").

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff is a former hourly-paid, non-exempt employee of Defendants.

B. Plaintiff contends they suffered one or more violations of the Labor Code during their employment with Defendants and that they are an "aggrieved employee" under Private Attorneys General Act of 2004 ("PAGA").

C. On June 20, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code they contend were violated and the theories supporting their contentions ("PAGA Notices").

D. On June 20, 2024, Plaintiff filed a Class Action in Orange County Superior Court. The Class Action lawsuit is predicated on the alleged: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Meal Period Liability; (4) Rest Period Liability; (5) Failure to Pay Accurate COVID-19 Supplemental Sick Leave; (6) Failure to Provide Labor Code Section 2810.5 Notice; (7) Failure to Provide Accurate Itemized Wage Statements Under Labor Code Section 226; (8) Withholding of Unlawful Deductions Under Labor Code Section 221; (9) Failure to Timely Pay Wages Under Labor Code Section 204; (10) Waiting Time Penalties Under Labor Code Section 203; (11) Failure to Maintain Records Required Under Labor Code Sections 1174 and 1174.5; (12) Failure to Produce Requested Records Under Labor Code Sections 226 and 1198; (13) Failure to Reimburse Business Expenses Under Labor Code Section 2802; and (14) Violations of Business & Professions Code 17200 (the "Action"). On March 11, 2025, Plaintiff provided Defendants' counsel with a proposed First Amended Complaint adding a PAGA cause of action predicated on the allegations alleged in the Action ("PAGA Claims").

E. After engaging in informal discovery and investigations, on May 21, 2025, the Parties remotely attended mediation with the mediator Todd Smith, Esq. that resulted in the settlement of Plaintiff's PAGA Claims, subject to the Court's approval. The parties also agreed that Plaintiff would enter into a separate individual Settlement Agreement with Defendants in exchange for a general release of his individual claims, and would request dismissal under Rule 3.770 of the Class claims in the Action without prejudice and the individual claims addressed in the separate Settlement Agreement with prejudice. In light of this separate individual settlement agreement and payment, Plaintiff is not requesting an enhancement award herein for serving as the

PAGA representative Plaintiff, and will receive only his individual settlement payment as addressed below. The parties entered into a Memorandum of Understanding setting forth their agreements as expanded upon and further memorialized herein.

F. Defendants deny all the allegations in the PAGA Claims and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

G. The Parties have each independently analyzed and investigated the facts and law relevant to the PAGA Claims. Pursuant to discovery, Defendants produced a substantial amount of documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, sampling of timekeeping and payroll records, wage statements, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. The Parties have had ample opportunity to evaluate their positions on the merits of the claims asserted.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree to, and, pursuant to Labor Code section 2699(l)(2), seek approval of, the following settlement terms.

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** In accordance with Labor Code section 2699(l)(2), the Parties will present this Agreement to the Court for its review and approval via a stipulation or noticed motion. Prior to such stipulation or noticed motion, the Parties will file a stipulation allowing the filing of the First Amended Complaint alleging the PAGA Claims. As part of the stipulation or noticed motion, Plaintiff shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims, as outlined below in section 9(b), against any of the Released Parties upon the occurrence of the Effective Date and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims, as outlined below in section 9(b), as to Plaintiff and Aggrieved Employees.

2. **Delivery of Agreement to the LWDA.** As required by Labor Code section 2699(l)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective as follows: (a) within fourteen (14) calendar days after entry of court approval and entry of Judgment if there are no objectors, intervenors, or appeals therefrom; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, the expiration of the time to appeal without a timely

appeal filed; and (c) if there is a timely appeal, the disposition of the appeal and any further appeal, affirming approval of the Settlement.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the PAGA Claims. Defendants deny and continue to deny all of the allegations made by Plaintiff in the Lawsuit and denies and continue to deny that it is liable or owes any damages, penalties, or other compensation or remedies to anyone with respect to the PAGA Claims. Defendants deny any liability or wrongdoing of any kind in connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendants agreed to settle the PAGA Claims on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties agree that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Settlement Group and Settlement Period.**

(a) **Settlement Group and Settlement Group Members.** The aggrieved employees for purposes of this Agreement are all current and former hourly-paid or non-exempt employees within the State of California employed by Defendants within the State of California at any time during the Settlement Period ("Settlement Group Members") (as defined below at Paragraph 5(b)).

(b) **The Settlement Period.** This Agreement shall cover the period from June 20, 2023, through May 21, 2025 ("Settlement Period").

(i) There will be no right of Settlement Group Members to opt out of or object to the Settlement.

(ii) There will be no reversion to Defendants and no claims process for the Settlement Group Members to receive payment.

6. **Settlement Administration.**

(a) The Parties will retain Phoenix Class Action Administrations Solutions to act as the Settlement Administrator with respect to this Agreement.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. section 486B, making all payments required by this Agreement, handling all required tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiff, Plaintiff's Counsel, Settlement Group Members, and LWDA resulting from the settlement payments under this Agreement.

(c) Any disputes concerning the settlement administration may be submitted to the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute even with the mediator's assistance, the dispute may be submitted to and resolved by the Court.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendants shall pay the maximum gross sum of $165,000 ("Gross Settlement Amount"), in the manner and method set forth in this Agreement. Nothing in this Agreement shall require Defendants to pay, or make Defendants liable for, more than the Gross Settlement Amount to fully, finally, and completely settle the PAGA Claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following proposed payments: (i) award of attorneys' fees to Plaintiff's Counsel ("Attorneys' Fees Award"); (ii) award of litigation costs and expenses to Plaintiff's Counsel ("Litigation Costs Award"); (iii) payment of settlement administration costs to the Settlement Administrator ("Administration Costs"); and (iv) payments of civil penalties to the LWDA and Settlement Group ("PAGA Penalties Fund").

(i) **Attorneys' Fees Award.**

(A) Plaintiff's Counsel may submit an application to the Court for an award of attorneys' fees not to exceed $55,000 (one-third of the Gross Settlement Amount). Defendants will not oppose or object to this application. Defendants shall have no liability for attorneys' fees except as provided for in this Agreement.

(B) Any Attorneys' Fees Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving an Attorneys' Fees Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve an Attorneys' Fees Award that is less than the amount set forth herein. The Court's refusal to approve the Attorneys' Fees Award requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Attorneys' Fees Award set forth herein is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Attorneys' Fees

Award. Any difference between the amount of Attorneys' Fees Award set forth herein and the amount of the Attorneys' Fees Award approved by the Court will become part of the PAGA Penalties Fund.

(ii) **Litigation Costs Award**.

(A) Plaintiff's Counsel may submit an application to the Court for an award for reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit as submitted and requested in connection with the filing of Plaintiff's Motion for PAGA Settlement Approval ("Litigation Costs Award"). Defendants will not oppose or object to this application. Defendants shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Litigation Costs Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving a Litigation Costs Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Litigation Costs Award that is less than the amount set forth herein. The Court's refusal to approve the Litigation Costs Award requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Litigation Costs Award set forth herein is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the Litigation Costs Award. Any difference between the amount of Litigation Costs Award set forth herein and the amount of Litigation Costs Award approved by the Court will become part of the PAGA Penalties Fund.

(iii) **Administration Costs**.

(A) Subject to approval by the Court, an amount currently estimated at $3,000 will be paid to the Settlement Administrator out of the Gross Settlement Amount to cover the costs of the settlement administration process ("Administration Costs").

(B) Any Administration Costs approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of any settlement administration costs.

(C) This Agreement is not contingent upon the Court approving Administration Costs in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Costs in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Costs requested does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Costs set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Any difference between the amount of Administration Costs set forth herein and the amount of Administration Costs approved by the Court will become part of the PAGA Penalties Fund.

(iv) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the Attorneys' Fees Award, Litigation Costs Award, and Administration Costs are paid shall be designated the PAGA Penalties Fund, from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Sixty-five percent (65%) of the PAGA Penalties Fund will be paid to the LWDA for enforcement of labor laws, including the administration of PAGA, and for education of employers and employees about their rights and responsibilities under the Labor Code.

(B) **Individual Settlement Awards.** Thirty-five percent (35%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Settlement Group on a pro rata basis. Each Settlement Group Member will receive a pro-rated share of the Net Settlement Amount based on the total number of pay periods the Settlement Group Member worked as an hourly-paid or non-exempt employee within the State of California employed by Defendants within the State of California at any time during the Settlement Period.

(C) The maximum amount that each Settlement Group Member is entitled to receive ("Individual Settlement Award") is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing the total number of pay periods worked by the Settlement Group Member for Defendants within the State of California during the Settlement Period by the total number of pay periods worked by all Settlement Group Members for Defendants within the State of California during the Settlement Period, as expressed in the following formula:

(1) Individual Settlement Award = Net Settlement Amount x (total number of pay periods worked by the Settlement Group Member ÷ total number of pay periods worked by all Settlement Group Members).

(2) If the total value of payments to Settlement Group Members exceeds this amount, then payments to each Settlement Group Member will be adjusted on a pro-rata basis so that the total payout to Settlement Group Members does not exceed the Net Settlement Amount.

(c) **No Effect on Employee Benefits.** The payments made to Settlement Group Members herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group.

(i) **Payments to Plaintiff's Counsel.** The Settlement Administrator shall issue an IRS Form 1099 to D. Law, Inc. in connection with its Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The sixty-five percent (65%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** An IRS Form 1099 will be issued to each Settlement Group Member in connection with his or her Individual Settlement Award if it is $600 or more.

(d) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth herein. Neither Defendants nor Defendants' counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

8. **Distribution of Settlement Payments.**

(a) **List of Settlement Group Members**. On the Effective Date, Defendants shall provide to the Settlement Administrator a list of Settlement Group Members that identifies each of their: (i) Social Security Numbers; (ii) last known addresses; (iii) telephone numbers; and (iv) number of pay periods worked during the Settlement Period. Defendants agree to consult with the Settlement Administrator as required to provide the list in a format reasonably acceptable for the performance of the duties of the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process.

(b) **Funding of Settlement.** Defendants shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator no later than fourteen (14) days after the Effective Date.

(c) **Timing of Payment by Settlement Administrator.** Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments set forth herein to the appropriate entities or persons. The Settlement Administrator shall obtain approval from all counsel of the calculations before disbursing the payments.

(d) **<u>Payment of Individual Settlement Awards</u>.**

(i) Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address. Each Individual Settlement Award will be accompanied by an explanatory letter in English and Spanish substantially in the form attached hereto as **Exhibit A**.

(ii) Individual Settlement Award checks will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void, and the amount of those checks will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any checks to the Settlement Group returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement. But the funds associated with such Settlement Group Member's Individual Settlement Award will be directed to the California State Controller for deposit in the Unclaimed Property Fund in their name.

9. **<u>Releases</u>.**

(a) **<u>Released Parties</u>.** The Released Parties include Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

(b) **<u>PAGA Released Claims</u>.** Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notices that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 1810.5, 2698, 2699 *et seq.*, and the applicable Industrial Welfare Commission (IWC) Wage Order.

10. **<u>Confidentiality</u>.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the

execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

11. **Waiver of Appeal Rights.** By accepting this Settlement, and upon the Court granting approval of the settlement, Plaintiff and Plaintiff's Counsel waive any and all rights they may have to appeal any judgment, ruling, or order made by the Court including any order granting approval of this Settlement or dismissing the Lawsuit with prejudice. This includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the approval becomes final.

12. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes this Agreement is a fair, adequate, and reasonable settlement of the Lawsuit. The Parties further acknowledge they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and the assessments of their counsel.

13. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and that the Parties and their counsel will cooperate with each other to effect the implementation of this Agreement. The Parties pledge that their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

14. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule providing that in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

15. **Defendant's Option to Revoke.** If the settlement, or any terms therein, is modified, vacated, altered, or becomes otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendants shall have the option to revoke this Agreement at its sole discretion.

16. **Discovery of Documents and Information.** Plaintiff and Plaintiffs' Counsel agree that they will destroy all documents and information provided to them by Defendants during this Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel agrees that none of the documents and information provided to them by Defendants shall be used for any purpose other than Settlement of the Lawsuit.

17. **Authority to Enter the Agreement.** Each Party represents and warrants it has the right and authority to execute this Agreement. It is agreed that the Settlement Group Members are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Settlement Group Members by Plaintiff and Plaintiff's Counsel.

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

19. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

20. **Nullification of Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all, with the exception that if any settlement administration costs are due and payable, the Parties agree to split those costs.

21. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

22. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

23. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

24. **<u>Admissibility of Agreement</u>.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to Evidence Code section 1123.

25. **<u>Amendment and Modification</u>.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

26. **<u>No Representations</u>.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

27. **<u>Attorneys' Fees</u>.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

28. **<u>Counterparts</u>.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity, and effect as original signatures.

29. **<u>Dismissal</u>.** Upon the Court's approval of this Agreement and payment of all sums required by this Agreement, Plaintiff shall file a request for dismissal of the Lawsuit in its entirety as to Defendants with prejudice. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement.

* * *

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: 6/25/2025

Efrain Fernandez

By: DocuSigned by:
33222B8C00384FF...

Dated: 06/25/2025

D. Law, Inc. [Approving as to Form Only]

By: ______________________
Emil Davtyan, Esq.
David Yeremian, Esq.
Alvin Lindsay, Esq.
Attorneys for Plaintiff

Dated: Jul 3, 2025

Justin Satterfield

By: Justin Satterfield (Jul 3, 2025 09:13 PDT)
On behalf of Defendants
Uprite Construction Corporation and Vertex Civil LLC.

Dated: 07/07/2025

Fisher & Phillips [Approving as to Form Only]

By: ______________________
Ashton Riley, Esq.
Ashley Pham, Esq.
Attorneys for Defendants