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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

PEDRO SANCHEZ, individually, and on behalf
of all others similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorney General Act;

Plaintiff,

vs.

BENEVENTO'S CLEANING &
RESTORATION SERVICE, INC., DBA
SERVICE MASTER BY BENEVENTO, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: VCU310618

Assigned for All Purposes to:
Hon. David C. Mathias, Dept. 1

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

Complaint Filed: July 1, 2024
FAC Filed: September 9, 2024
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Subject to final approval by the Court, it is stipulated, by and between Plaintiffs Pedro Sanchez and Francesca Meza (“Plaintiffs”, “Plaintiff Sanchez” and “Plaintiff Meza”) on behalf of themselves, other similarly situated putative class members and other aggrieved employees, on the one hand and Defendant Benevento’s Cleaning & Restoration Service, Inc., dba Service Master by Benevento (“Defendant”) on the other hand, that the Action as defined herein is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means and includes (A) the Class and PAGA lawsuit filed by Plaintiff Sanchez entitled *Pedro Sanchez, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act; vs. Benevento’s Cleaning & Restoration Service, Inc., dba Service Master by Benevento; and DOES 1 through 10, inclusive*, Case No. VCU310618 filed on July 1, 2024 and amended on September 10, 2024 pending in the Superior Court of the State of California, County of Tulare as well as any claims to be asserted by Plaintiff Meza against Defendant which will be incorporated into a Second Amended Complaint as a condition of this settlement as well as any Operative Complaint in the lawsuit (the “Class and PAGA Action”); and (B) the claims set forth in Plaintiff Sanchez’s written notice to the Labor and Workforce Development Agency dated July 1, 2024 and amended on October 7, 2025, Case No. LWDA-CM-1037400-24 against Defendant (the “PAGA Notice”).
- 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from

the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current or former hourly paid or non-exempt employees employed by Defendant within the state of California at any time during the PAGA Period.

1.5. “Class” or “Class Members” means all current or former hourly paid or non-exempt employees employed by Defendant within the state of California at any time during the Class Period.

1.6. “Class Counsel” means THE SENTINEL FIRM, APC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action subject to court approval. If the Court awards less than the amounts requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

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

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

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation,

attached as **Exhibit A** and incorporated by reference into this Agreement. The Class Notice shall constitute notice to the Class pursuant to California Rule of Court, rule 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court, rule 3.766.

1.12. “Class Period” means the period from July 1, 2023 through October 18, 2025, or as modified pursuant to Paragraph 8 of the Agreement.

1.13. “Class Representative” means Plaintiffs Pedro Sanchez and Francisca Meza named in the operative complaint in the Class and PAGA Action seeking Court approval to serve as a Class Representative for settlement purposes only.

1.14. “Class Representative Service Payment” means the payment to the Class Representative, subject to court approval, for initiating the Class and PAGA Action and providing services in support of the Action. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

1.15. “Court” means the Superior Court of California, County of Tulare.

1.16. “Defendant” means Benevento’s Cleaning & Restoration Service, Inc., dba Service Master by Benevento.

1.17. “Defense Counsel” means FISHER & PHILIPS LLP.

1.18. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given preliminary approval of the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and either (a) no objections to the Settlement were filed prior to the Final Approval Hearing or made at the Final Approval Hearing, in which case the Effective Date shall be the date the Court enters the Final Approval Order and Judgment; or (b) any objections to the Settlement were filed or made at the Final Approval Hearing, in which case the Effective Date shall be the later of

(i) five (5) business days after the deadline to file any appeal, writ, or other appellate challenge to the Final Approval Order and Judgment has passed without any such filing; or
(ii) five (5) business days after any such appellate proceeding has been finally resolved or dismissed with no further right to seek review.

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

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement following the exhaustion of any appeal rights.

1.22. “Gross Settlement Amount” means **One Hundred Sixty-Two Thousand, Five-Hundred Dollars and Zero Cents (\$162,500.00)** which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses, as approved by the Court.

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

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

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

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

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

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

1.31. “PAGA Period” means the period from July 1, 2023 through October 18, 2025 or as modified pursuant to Paragraph 8 of the Agreement.

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

1.33. “PAGA Notice” means Plaintiff Sanchez’s July 1, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a) and Plaintiff’s October 7, 2025 Amended PAGA letter providing the same notice.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$10,000.00, allocated 35% to the Aggrieved Employees (\$3,500.00) and the 65% to LWDA (\$6,500.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Participating Class Members will release all of the Released Claims and will be bound by all terms of the Settlement and any final judgment entered in the Class and PAGA Action.

1.36. “Plaintiffs” means Pedro Sanchez and Francisca Meza, the named plaintiffs in the operative Complaint in the Class and PAGA Action.

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

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

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

1.40. “Released Parties” means: Defendant Benevento’s Cleaning & Restoration Service, Inc., dba Service Master by Benevento, and Defendant’s past, present, and future predecessors, successors, officers, directors, employees and agents.

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

1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

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

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

2. **RECITALS.**

2.1. On July 1, 2024, Plaintiff Sanchez commenced the Class and PAGA Action by filing a Complaint in Tulare Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On September 10, 2024, Plaintiff filed a First Amended Complaint (“FAC”) adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The

Parties agreed that as a condition of the Settlement, Plaintiffs will file a Second Amended Complaint adding additional allegations under the PAGA cause of action and adding Francisca Meza as a second Plaintiff.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff Sanchez gave written notice to Defendant and the LWDA of the specific provisions of the Labor Code he contends were violated and the theories supporting his claims by sending the PAGA Notice on July 1, 2024 and the Amended Notice on October 7, 2025.

2.3 On September 18, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq. and subsequently reached an agreement to settle the Action.

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

2.5 The Court has not granted class certification.

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

3 MONETARY TERMS.

3.4 Gross Settlement Amount. Defendant promises to pay a maximum of **\$162,500.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim form as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.5 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:

3.5.1 To Plaintiff: A Class Representative Service Payment to each Class Representative of not more than \$5,000.00, in addition to any Individual Class Payment and any Individual PAGA

1 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
2 will not oppose Plaintiffs' requests for a Class Representative Service Payment that do not exceed
3 this amount. Plaintiffs will seek Court approval for any Class Representative Service Payment in the
4 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
5 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
6 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
7 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
8 Representative Service Payment and agree to indemnify Defendant and hold it harmless for any
9 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
10 damages arising from Plaintiffs' obligations to pay taxes owed on the Class Representative Service
11 Payment.

12 3.5.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
13 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$16,000.
14 Defendant will not oppose requests for these payments provided they do not exceed these amounts.
15 Plaintiffs will seek Court approval for the Class Counsel Fees Payment and the Class Litigation
16 Expenses Payment in the Final Approval Motion. If the Court approves a Class Counsel Fees
17 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
18 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have
19 no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim as to any portion
20 of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
21 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using
22 one or more appropriate IRS-1099 Forms. Class Counsel assumes full responsibility and liability for
23 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment
24 and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim,
25 complaint, damages, penalties, interest or any other actual or potential damages arising from
26 Plaintiffs' obligations to pay taxes owed on these Payments or from any dispute or controversy
27 regarding any division or sharing of any of these Payments.

28 3.5.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,490.00 except

upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount. Apex Class Action Administration has been selected as the Administrator, based upon its “not to exceed” bid of \$6,490.00.

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

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

3.5.4.2 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.

3.5.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 be

paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to Individual PAGA Payments.

3.5.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$3,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

3.5.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on the appropriate IRS 1099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records at the time of mediation (as of September 18, 2025), Defendant estimated that the number of Workweeks worked by the estimated 116 class members was 6,722. The estimated number of Aggrieved Employees and pay periods was estimated to be the same figures. Based on a current review of Defendant's records, the number of Class Members and Workweeks through the Class Period are approximately 123 Class Members and 7,267 workweeks. The number of Aggrieved Employees and Pay Periods are the same approximate figures.

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in

confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously 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 fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes (as calculated by the Administrator) as to the Wage Portion of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the Effective Date pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court's Orders, and subject to the conditions described herein.

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

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

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

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

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

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

5 RELEASES OF CLAIMS.

As of the Effective Date of this Settlement, Plaintiffs and the Participating Class Members and Aggrieved Employees will release claims against all Released Parties as set forth below:

5.1 Plaintiffs' Release.

1 5.1.1 Scope of Plaintiff's Release. Plaintiffs and their respective former and present
2 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
3 assigns generally, release and discharge Released Parties from any and all of the
4 claims, whether known or unknown, suspected or unsuspected, contingent or non-
5 contingent, which now exist, or have existed, upon any theory of law, contract, or
6 equity now existing, including, but not limited to, conduct that is negligent,
7 intentional, with or without malice, or a breach of any duty, law or rule, without
8 regard to the subsequent discovery or existence of such different or additional facts.
9 Additionally, Plaintiffs release the Released Parties of all claims, charges,
10 complaints, liens, debts, promises, agreements, controversies, demands, causes of
11 action, obligations, damages and liabilities, known or suspected, arising out of,
12 relating to or resulting from the Action, their respective employment with the
13 Defendant, payment of wages during that employment and/or separation of
14 employment with the Released Parties, including any claims arising under any
15 federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order
16 relating to employment, including, but in no way limited to: claims under (1) the
17 Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair
18 Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973;
19 (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including
20 the Equal Pay Act); (7) the California and the United States Constitution; (8) the
21 California Labor Code; (9) the Family and Medical Leave Act; (10) the California
22 Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act;
23 (12) the Employee Retirement Income Security Act; (13) the Immigration Reform
24 and Control Act; (14) the California Business and Professions Code, sections 17200,
25 et seq.; (15) the California Government Code; (16) the California Wage Orders; (17)
26 the Age Discrimination in Employment Act (ADEA), all claims for wages or
27 penalties under the California Labor Code, or Business and Professions Code
28 sections 17200 *et seq*; all laws relating to violation of public policy, retaliation, or

1 interference with legal rights; any and all other employment or discrimination laws;
2 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of
3 contract claims or claims of promissory estoppel (collectively “Claim” or “Claims”)
4 which Plaintiffs now have, own or hold, or claim to have, own or hold, or which
5 Plaintiffs at any time had, owned or held, or claimed to have, own or hold against
6 any of the Released Parties up to and including, as of the final approval of this
7 Settlement Agreement. (Everything released based on the above as well as
8 everything released as part of the Released Class Claims discussed below will be
9 referred to as “Plaintiffs’ Release.”). It is agreed that this is a general release and is
10 to be broadly construed as a release of all claims, provided that notwithstanding the
11 foregoing, this Paragraph expressly does not include a release of any claims that
12 cannot be released hereunder by law. Plaintiff’s Release does not extend to any
13 claims for vested benefits, unemployment benefits, disability benefits, social security
14 benefits, workers’ compensation benefits that arose at any time. Plaintiffs
15 acknowledges that Plaintiffs may discover facts or law different from, or in addition
16 to, the facts or law that Plaintiffs now know or believe to be true but agrees,
17 nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects,
18 notwithstanding such different or additional facts or Plaintiff’s discovery of them.
19 Plaintiffs also understand and agrees that in accordance with the Older Workers
20 Benefit Protection Act, Plaintiffs have had up to 21 days within which to consider
21 this Agreement before executing it. Plaintiffs agree that if Plaintiffs elect to sign the
22 agreement in less than 21 days, Plaintiffs do so voluntarily and without pressure or
23 coercion from Defendant and waives any further period of consideration; Have
24 carefully read and fully understands all of the provisions of this Agreement and that
25 the provisions of this Agreement are written in a manner designed to be understood
26 by Plaintiffs; Is, through this Agreement, releasing Defendants from any and all
27 rights or claims Plaintiffs may have against Defendant under the Age Discrimination
28 in Employment Act of 1967 (29 U.S.C. § 621, et seq.) (“ADEA”); Knowingly and

1 voluntarily intends to be legally bound by the same; Were advised and hereby is
2 advised in writing to consider the terms of this Agreement and consult with an
3 attorney of Plaintiffs' choice before executing this Agreement; Has a full seven days
4 following the execution of this Agreement to revoke this Agreement and has been
5 and hereby is advised in writing that this Agreement shall not become effective or
6 enforceable until the revocation period has expired; Understands that rights or claims
7 under the ADEA that may arise after the date this Agreement is executed are not
8 waived. Plaintiffs further understand, however, that such rights will arise against
9 Defendant in light of this Agreement.

10 5.1.2 Released PAGA Claims: Upon approval by the Court and upon funding of the Gross
11 Settlement Amount, Plaintiff Sanchez, as agent and proxy of the LWDA will release
12 the Released Parties for all claims arising during the PAGA Period for PAGA civil
13 penalties related to any and all claims raised in the Class and PAGA Action and in
14 the PAGA Notices or that could have reasonably been raised in the Class and PAGA
15 Action and PAGA Notices based on the factual allegations set forth therein,
16 including civil penalty claims for: failure to pay overtime wages; failure to pay
17 overtime wages at the regular rate of pay; failure to pay minimum wages; any claims
18 for additional wages owed due to "off the clock" work; rounding and/or any other
19 theory alleged in the Action; failure to provide meal periods or compensation in lieu
20 thereof; failure to provide rest periods or compensation in lieu thereof; failure to
21 timely pay all wages due; failure to provide sick pay; waiting time penalties; failure
22 to pay timely wages during employment; wage statement violations; failure to keep
23 and maintain accurate payroll records; failure to reimburse expenses; violations of
24 California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3,
25 226.7, 227.3, 432, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194(a), 1194.2(a),
26 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, 2802, and 2804, and the applicable
27 Industrial Welfare Commission Wage Orders. Plaintiff Sanchez, as agent and proxy
28 of the LWDA, shall also release the Released Parties from claims for attorneys' fees

under Code of Civil Procedure section 1021.5 and/or claims for interest under Civil Code Sections 3287(b) and 3289 relating to the above categories of release claims.

5.1.3 Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2 Release of Class Claims by Participating Class Members: Upon the Effective Date and funding of the Gross Settlement Amount to the settlement administrator, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties, for the duration of the Class Period, of the following: Any and all claims raised in the Class and PAGA Action or that could have reasonably been raised in the Class and PAGA Action based on the factual allegations set forth therein, claims for failure to pay overtime wages; failure to pay overtime wages at the regular rate of pay; failure to pay minimum wages; any claims for additional wages owed due to "off the clock" work; rounding and/or any other theory alleged in the Class and PAGA Action; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; failure to provide sick pay; waiting time penalties; failure to pay timely wages during employment; wage statement violations; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 432, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194(a), 1194.2(a), 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Order. Participating Class Members also release the Released Parties from claims for attorneys' fees under Code of Civil Procedure section 1021.5 and/or claims for interest under Civil Code Sections 3287(b) and 3289 relating to the above categories of release claims. The Parties agree to take all necessary steps to ensure that a release covering all of the foregoing claims is approved by the Court, including if necessary and requested by the court amending the complaint in the Class and PAGA Action.

5.3 Release of PAGA Claims: Through Plaintiff Sanchez's release as agent and proxy of the LWDA, Aggrieved Employees, whether or not they are Participating Class Members, shall be deemed to release the Released Parties for all claims arising during the PAGA Period for PAGA civil penalties related to any and all claims raised in the Class and PAGA Action and in the PAGA Notices or that could have reasonably been raised in the Class and PAGA Action and PAGA Notices based on the factual allegations set forth therein, including civil penalty claims for: failure to pay overtime wages; failure to pay overtime wages at the regular rate of pay; failure to pay minimum wages; any claims for additional wages owed due to "off the clock" work; rounding and/or any other theory alleged in the Action; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; failure to provide sick pay; waiting time penalties; failure to pay timely wages during employment; wage statement violations; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 432, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194(a), 1194.2(a), 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Orders. Aggrieved Employees shall also be deemed to release the Released Parties from claims for attorneys' fees under Code of Civil Procedure section 1021.5 and/or claims for interest relating to the above categories of release claims. The Released PAGA Claims include a release from the State of California (to the extent Plaintiff Sanchez is permitted to provide such a release for the State of California for the PAGA Period).

6 MOTION FOR PRELIMINARY APPROVAL.

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

6.1 Plaintiff's Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(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 the Administrator attaching its "not to exceed" bid for

administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each 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 § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, if possible. Defendant retains its right, in the exercise of its sole respective discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to the Basic Settlement Terms as set forth in Paragraph 9 below or as otherwise stated therein.

1 **7 SETTLEMENT ADMINISTRATION.**

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

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

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

13 7.4 Notice to Class Members.

14 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator
15 shall notify Class Counsel that the list has been received and state the number of
16 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class
17 Data.

18 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
19 (14) days after receiving the Class Data, the Administrator will send to all Class
20 Members identified in the Class Data, via first-class United States Postal Service
21 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
22 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
23 prominently estimate the dollar amounts of any Individual Class Payment and/or
24 Individual PAGA Payment payable to the Class Member, and the number of
25 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
26 Class Notices, the Administrator shall update Class Member addresses using the
27 National Change of Address database.

28 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class

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

7 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional
9 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
10 for all Class Members whose notice is re-mailed. The Administrator will inform the
11 Class Member of the extended deadline with the re-mailed Class Notice.

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

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

22 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class
23 Settlement must send the Administrator, by fax, email, or mail, a signed written
24 Request for Exclusion not later than sixty (60) days after the Administrator mails the
25 Class Notice or as otherwise extended for re-mailed Class Notices as described
26 herein. A Request for Exclusion is a letter from a Class Member or his/her
27 representative, signed by the Class Member, that reasonably communicates the Class
28 Member's election to be excluded from the Settlement and includes the Class

Member's name, signature, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, subject to extension for remailed Class Notices as described herein. Aggrieved Employees have no statutory or other right to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA claims. In addition, an Aggrieved Employee who submits a valid and timely request for exclusion as a Class Member shall still receive his or her Individual PAGA Payment and shall release the PAGA claims.

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

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

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Nothing in this Settlement will constitute or be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely

1 submits a Request for Exclusion, including but not limited to arbitration rights.
2 Because future PAGA claims are subject to claim preclusion upon entry of the
3 Judgment, Non-Participating Class Members who are Aggrieved Employees are
4 deemed to release the claims identified in Paragraph 5.3 of this Agreement and are
5 eligible for an Individual PAGA Payment.

6 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
7 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class Notices as
8 described herein, to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the
9 Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with
10 the Administrator via fax, email or mail by the Response Deadline, explaining the basis for the dispute and
11 including any supporting documentation showing that the workweeks and/or pay periods credited to him or
12 her is inaccurate. Defendant's records will be presumed determinative absent credible evidence to rebut the
13 accuracy of the workweeks and/or pay periods credited to the Class Member and Aggrieved Employee. The
14 Administrator must encourage the challenging Class Member to submit supporting documentation. The
15 Administrator will evaluate the evidence submitted by the Class Member or Aggrieved Employee and make
16 a recommendation to the Parties as to which figures should be applied. The Administrator shall promptly
17 provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and
18 Class Counsel and the Administrator's determination the challenges.

19 7.7 Objections to Settlement.

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

25 7.7.2 Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail by the Response Deadline. The Participating Class Member's
27 written objection should include the objector's name, signature, the last four digits
28 of their Social Security Number, address, email address or telephone number, and a

statement of whether they object plans to appear at the Final Approval Hearing, along with whatever legal authority, if any, the objector asserts in support of their objections. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

7.7.3 If a Class member objects to the Settlement, the Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, the Class member will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.

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

7.7.5 Class Members (whether Participating or Non-Participating) and Aggrieved Employees have no right to object to or intervene in any of the PAGA components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, the Final Approval and the Judgment on the Administrator's website. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and

1 Defense Counsel containing (a) the names and other identifying information of Class
2 Members who have timely submitted valid Requests for Exclusion (“Exclusion
3 List”); (b) the names and other identifying information of Class Members who have
4 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
5 from Settlement submitted (whether valid or invalid).

6 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
7 to Class Counsel and Defense Counsel that, among other things, tally the number of:
8 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
9 Exclusion (whether valid or invalid) received, objections received, challenges to
10 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
11 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
12 The Weekly Reports must include provide the Administrator’s assessment of the
13 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
14 and objections received.

15 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
16 address and make final decisions consistent with the terms of this Agreement on all
17 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
18 The Administrator’s decision shall be final and not appealable or otherwise
19 susceptible to challenge.

20 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
21 which Plaintiffs are required to file the Motion for Final Approval of the Settlement,
22 the Administrator will provide to Class Counsel and Defense Counsel, a signed
23 declaration suitable for filing in Court attesting to its due diligence and compliance
24 with all of its obligations under this Agreement, including, but not limited to, its
25 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
26 Class Notices, attempts to locate Class Members, the total number of Requests for
27 Exclusion from Settlement it received (both valid or invalid), the number of written
28 objections and attach the Exclusion List. The Administrator will supplement its

1 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
2 responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6 Final Report by Settlement Administrator. Within fourteen (14) days after the
4 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
5 will provide Class Counsel and Defense Counsel with a final report detailing its
6 disbursements by employee identification number only of all payments made under
7 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
8 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
9 signed declaration suitable for filing in Court attesting to its disbursement of all
10 payments required under this Agreement. Class Counsel is responsible for filing the
11 Administrator's declaration in Court.

12 **8 CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

13 Defendant's estimate for the number of Class Members and Workweeks for the Settlement Class at
14 the time of mediation (September 18, 2025) was 113 Class Members and 6,722 Total Workweeks. In the
15 event the number of workweeks worked by the Class Members during the Class and PAGA Periods increase
16 by more than 10% of 6,722 workweeks (more than 7,394 workweeks), Defendant shall, at its option either:
17 (i) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number
18 of workweeks worked by the Class Members above 10% (for example, if the number of workweeks
19 increases by 11%, and Defendant chooses option (i), the GSA will increase by 1%), or (ii) shorten the release
20 period end date to an earlier date when the number of workweeks reaches but does not exceed the 10%
21 (reaches but does not exceed 7,394 workweeks). Defendant shall use its best efforts to inform Class Counsel
22 of whether the escalator clause has triggered and if so, which option it intends to select prior to the date on
23 which a Motion for Preliminary Approval is due to be filed with the Court. If the Court requests verification
24 of the workweek count through the Class and PAGA Periods, the Parties will coordinate with the
25 Administrator to provide such verification. In the event the provisions of this paragraph are triggered,
26 Defendant must inform Class Counsel and the Administrator of its election to increase the Gross Settlement
27 Amount or to modify the Class Period no later than five (5) days prior to the date on which Class Notice is
28 scheduled to be mailed to Class Members pursuant to Paragraph 7.4.2.

1 **9 RIGHT TO WITHDRAW/NULLIFICATION**

2 Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right,
3 in the exercise of its sole discretion, to unilaterally withdraw from and terminate the Agreement if the Court
4 makes or orders material changes to the Basic Settlement Terms. Basic Settlement Terms include (a) the
5 amount of the Gross Settlement Amount; (b) the time period of the Released Class and PAGA Claims; (c)
6 the covered Class and PAGA Period; (d) the Escalator Clause and/or (e) Defendant's option to revoke
7 Settlement as set forth herein. Such withdrawal shall have the same effect as a termination of the Settlement
8 for failure to satisfy a condition of settlement, and the Settlement shall become null and void and have no
9 further force or effect. In the event of Defendant's' withdrawal, no party may use the fact that the Parties
10 agreed to the Settlement for any reason.

11 In addition, If Settlement Class Members representing more than an aggregate total of 10% of the
12 verified workweeks timely opt out of the Settlement, Defendant shall have the sole and absolute discretion
13 to rescind/void the Settlement no later than five (5) court days prior to the date of the Final Approval
14 Hearing. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or
15 voiding the Settlement. In the event that Defendant elects to rescind/void the Settlement Agreement,
16 Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the
17 same effect as a termination of the Settlement for failure to satisfy a condition of settlement, and the
18 Settlement shall become null and void and have no further force or effect. In the event of Defendant's
19 recission, no party may use the fact that the Parties agreed to the Settlement for any reason.

20 **10 MOTION FOR FINAL APPROVAL.**

21 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will
22 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
23 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
24 (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense
25 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
26 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
27 concerning the Motion for Final Approval.

28 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a

Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Parties agree that changes to the timing of payments or notice periods, or to the contents of the Notice of Settlement, which are requested by the Court do not necessitate an amendment or revision to this Agreement unless such an Amendment is required by the Court. Nothing in this provision waives Defendant's rights to terminate the settlement as set forth in section 9, above. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11 AMENDED JUDGMENT.

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

12 ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Defendant generally and specifically denies any and all liability or wrongdoing with any of the claims alleged in the Class and PAGA Action or PAGA Notices or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Defendant further makes no concessions or admissions of liability of any sort, makes no concessions or admissions that any Class Member is or was employed by Defendant, and contends that for any purpose other than settlement, the Class and PAGA Action is not appropriate for class or representative treatment. Defendant asserts several

1 defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or
2 conduct in the Action. The monies being paid as part of the settlement are genuinely disputed, and the Parties
3 agree the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this
4 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this
5 Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or
6 against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor
7 should the Agreement be construed as an admission that Plaintiffs can serve as adequate Class or PAGA
8 Representatives. There has been no final determination by any court as to the merits of the claims asserted
9 or as to whether a class or classes should be certified, other than for settlement purposes only. Except as
10 necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and
11 provisions shall not be offered or received as evidence in any action or proceeding to establish any liability
12 or admission on the part of Defendant or to establish the existence of any condition constituting a violation
13 of, or a non-compliance with, federal, state, local or other applicable law. Nor shall anything in this
14 Agreement be construed or deemed an admission that the Class and PAGA Action was properly brought as
15 a class action pursuant to California Code of Civil Procedure section 382 and under California Business and
16 Professions Code section 17200 and/or that the Class and PAGA Action was properly brought as Private
17 Attorney General Actions under PAGA. Finally, nothing in this Agreement or in the Preliminary Approval
18 or Order Granting Final Approval shall be deemed a waiver of Defendant's right to enforce the arbitration
19 agreements of Class Members or Aggrieved Employees in the future. The Parties agree that class
20 certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court
21 does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
22 contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims
23 in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to
24 contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
25 will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings
26 to enforce or effectuate the Settlement and this Agreement)

27 12.2 Court Approval. In the event that the Court fails to approve the settlement notwithstanding
28 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate

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

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

1 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
3 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
4 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

5 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
6 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
7 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
8 by any Party. Nothing in this Agreement or provision or in the Preliminary Approval or Order Granting
9 Final Approval shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of
10 Class Members or Aggrieved Employees in the future.

11 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
12 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action
13 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
14 execute any other documents reasonably required to effectuate the terms of this Agreement including any
15 amendments to this Agreement.

16 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best
17 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
18 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
19 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
20 to implement the Settlement, or on any modification of the Agreement that may become necessary to
21 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

22 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
24 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
25 discharged by the Party in this Settlement.

26 12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
28 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)

1 or otherwise.

2 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
3 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
4 approved by the Court.

5 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
6 benefit of, the successors of each of the Parties.

7 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
8 governed by and interpreted according to the internal laws of the state of California, without regard to
9 conflict of law principles.

10 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
11 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
12 drafter or participated in the drafting.

13 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered
14 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
15 of this Agreement.

16 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
17 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
18 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
19 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
20 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
21 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all
22 Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from
23 Defendant.

24 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
25 for convenience of reference only and does not constitute a part of this Agreement.

26 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
27 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
28 legal holiday, such date or deadline shall be on the first business day thereafter.

1 12.18 Notice. All notices, demands or other communications between the Parties in connection
2 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
3 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

4 To Plaintiff:

5 Seung L. Yang
6 seung.yang@thesentinelfirm.com
7 Tiffany Hyun
8 tiffany.hyun@thesentinelfirm.com
9 Jeffrey P. Jackson
10 jeffrey.jackson@thesentinelfirm.com
11 **THE SENTINEL FIRM, APC**
12 355 S Grand Ave. Suite 1450
13 Los Angeles, California 90071
14 Telephone: (213) 985-1150
15 Facsimile: (213) 985-2155

16 To Defendant:

17 Christine Baran
18 cbaran@fisherphillips.com
19 Boris Sorsher
20 bsorsher@fisherphillips.com
21 **FISHER & PHILLIPS, LLP**
22 2050 Main Street, Suite 1000
23 Irvine, CA 92614
24 Telephone: (949) 798-2140

25 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts
26 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted
27 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument
28 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart
will be admissible in evidence to prove the existence and contents of this Agreement.

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

12.21 Severability. In the event that one or more of the provisions contained in this Agreement
shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on

1 behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid,
2 illegal, or unenforceable provision had never been included in this Agreement.

3 **IT IS SO AGREED.**

4 **Plaintiff & Class Representative:**

5 Dated: ____

6 By: _____
PEDRO SANCHEZ

7 **Plaintiff & Class Representative:**

8 Dated: 02 / 10 / 2026

9 By:  _____
FRANCISCA MEZA

10 **Plaintiffs' Counsel:**

11 Dated: ____

THE SENTINEL FIRM, APC

12 By: _____

13
14 Seung L. Yang
15 Tiffany Hyun
16 Jeffrey P. Jackson

17 Attorneys for Plaintiffs

18 **Defendant:**

19 Dated: ____

**BENEVENTO'S CLEANING & RESTORATION
SERVICE, INC.**

20 By: _____
21 Tony Benevento

22 **Defendant's Counsel:**

23 Dated: ____

FISHER & PHILLIPS, LLP

24 By: _____
25 Christine Baran
26 Boris Sorsher
27 Attorneys for Defendant
28