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

SCOTT D. ONKEN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

SIERRA PACIFIC ENGINEERING AND
PRODUCTS, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24STCV22888

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint Filed: September 5, 2024

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement” “Settlement” or “Agreement”) is made by and between Plaintiff Scott D. Onken (“Plaintiff”) and Defendant S.P.E.P. Acquisition Corp. dba Sierra Pacific Engineering and Products, Inc. (“Defendant”) (Plaintiff and Defendant collectively, the “Parties,” and individually “Party”).

1. DEFINITIONS.

- 1.1. “Action” means *Onken, Scott D. v. Sierra Pacific Engineering and Products, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV22888.
- 1.2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have designated to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$7,000.00.
- 1.4. “Aggrieved Employees” means all current and former non-exempt employees of Defendant in the State of California from August 31, 2023, to June 7, 2025.
- 1.5. “Class” means all current and former non-exempt employees of Defendant in the State of California from September 5, 2020, to June 7, 2025.
- 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.
- 1.8. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$15,000.00.
- 1.9. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, start and end dates of

active employment as a non-exempt employee of Defendant in the State of California, total number of Workweeks and/or PAGA Pay Periods, and any other information required by the Administrator to effectuate this Agreement.

1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.

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

1.12. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from September 5, 2020, to June 7, 2025.

1.14. “Class Representative” means the named Plaintiff in the Action, Scott D. Onken.

1.15. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for his services in support of the Action and General Release, not to exceed \$7,500.00.

1.16. “Court” means the Superior Court of the State of California, County of Los Angeles.

1.17. “Defendant” means the named Defendant in the Action, S.P.E.P. Acquisition Corp. dba Sierra Pacific Engineering and Products, Inc.

1.18. “Defense Counsel” means Deborah H. Petito of Offit Kurman, P.C.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final on the latest of the following occurrences: (a) if no Participating Class Member timely objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement and does not

withdraw his or her objection, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.21. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

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

1.23. “Gross Settlement Amount” means \$440,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

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

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

1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

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

1.28. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.29. “Net Settlement Amount” means the Gross Settlement Amount less the following court-

approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, Settlement.

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

1.33. “PAGA Period” means the period from August 31, 2023, to June 7, 2025.

1.34. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.35. “PAGA Notice” means Plaintiff’s August 31, 2024 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed \$20,000.00.

1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.38. “Plaintiff” means the named Plaintiff in the Action, Scott D. Onken.

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

1.40. “Released Class Claims” means the claims released as described in Paragraph 5.2.

1.41. “Released PAGA Claims” means the claims released as described in Paragraph 5.3.

1.42. “Released Parties” means Defendant and all of its present and former members, parent companies, subsidiaries, affiliates, joint venturers, and licensees, and all of their shareholders, officers, directors, employees, agents, affiliates, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting

under them.

1.43. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement.

1.44. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional ten (10) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Workweek" means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

2.0. On August 31, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On September 5, 2024, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violations of the Labor Code and California Business and Professions Code.

2.2. On January 2, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of the Private Attorneys General Act of 2004, *as modified*.

2.3. On April 23, 2025, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Michael Ludwig, Esq. A settlement in principle was reached the same day.

2.4. Before mediation, Plaintiff obtained through informal discovery, in addition to other data and documents, a 25% sample of the time and corresponding payroll records of the Class and the employee handbook and policies in effect during the Class Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

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

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below, Defendant will pay \$440,000.00 as the Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. 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 Order:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class

Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a

1 Motion supporting the Class Representative Service Payment no later than
2 sixteen (16) court days before the Final Approval Hearing. If the Court
3 approves of a Class Representative Service Payment that is less than the amount
4 requested, the Administrator will retain the remainder in the Net Settlement
5 Amount. The Administrator will pay the Class Representative Service Payment
6 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
7 paying any and all applicable taxes on this payment and shall hold Defendant
8 harmless from any claim or liability for taxes, penalties, or interest arising as a
9 result of the payment. Defendant makes no representations as to the tax
10 treatment or legal effect of the payment called for herein, and Plaintiff is not
11 relying on any statement or representation by Defendant or its counsel in this
12 regard. If the Court reduces the Class Representative Service Payment, this
13 Agreement remains in full force and effect.

14 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the
15 Gross Settlement Amount, or \$146,666.67, whichever is greater, and a Class
16 Counsel Expenses Payment not to exceed \$15,000.00. Defendant will not
17 oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses
18 Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will
19 file a Motion supporting the Class Counsel Fees and Class Counsel Expenses
20 Payments no later than sixteen (16) court days before the Final Approval
21 Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel
22 Expenses Payments that are less than the amounts requested, the Administrator
23 will allocate the remainder to the Net Settlement Amount. Released Parties shall
24 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
25 any claim to any portion of any Class Counsel Fee and/or Class Counsel
26 Expenses Payments. The Administrator will pay the Class Counsel Fees and
27 Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class
28 Counsel assumes full responsibility and liability for taxes owed on the Class

Counsel Fees and Class Counsel Expenses Payments. Class Counsel will hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. If the Court reduces the Class Counsel Fees Payment or the Class Counsel Expenses Payment, this Agreement remains in full force and effect.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than \$7,000.00, except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$7,000.00, such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval. If the Court reduces the Administration Expenses Payment, this Agreement remains in full force and effect.

3.1.3.1. 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. Non-Participating Class Members will not receive an Individual Class Payment. 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.

3.1.3.2. Tax Allocation of Individual Class Payments: Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be

allocated to the settlement of claims for wages (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$20,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$13,000.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$7,000.00) allocated to the Individual PAGA Payments. If the Court approves PAGA Penalties 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 IRS 1099 Forms. If the Court increases the PAGA Penalties Payment, this Agreement remains in full force and effect.

3.1.4.1. To Each Aggrieved Employee: An Individual PAGA Payment calculated by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments: One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.1.1. 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 with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a 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 and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than fourteen (14) calendar days after 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 for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, 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 section 384(b).

4.1.4. 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. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff and his representatives, agents, attorneys, heirs,

1 administrators, successor and assigns fully and finally releases and discharges the
2 Released Parties from any and all charges, complaints, claims, and liabilities of any kind
3 or nature whatsoever, known or unknown, suspected or unsuspected (“claim(s)”) which
4 Plaintiff at any time heretofore had or claimed to have or which Plaintiff may have or
5 shall in the future claim to have, including, without limitation, any and all claims related
6 or in any manner incidental to Plaintiff’s employment. Plaintiff understands that he is
7 releasing potentially unknown claims, and that Plaintiff may have limited knowledge
8 with respect to some of the claims being released. Plaintiff acknowledges that there is a
9 risk that, after signing this agreement, Plaintiff may learn information that might have
10 affected Plaintiff’s decision to enter into this agreement. Plaintiff assumes this risk and
11 all other risks of any mistake in entering into this agreement. Plaintiff agrees that this
12 Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff
13 has all necessary authority to enter into this agreement (including, if Plaintiff is married,
14 on behalf of Plaintiff’s marital community) and that Plaintiff has not transferred any
15 interest in any claims to any spouse or to any other third party.

16 5.0.1. The Parties understand the word “claim(s)” to include (a) all claims that were, or
17 reasonably could have been, alleged, based on the facts contained in the Action,
18 (b) all PAGA claims that were, or reasonably could have been, alleged based on
19 facts contained in the Action, Plaintiff’s PAGA Notice, or ascertained during the
20 Action, and (c) all actions, complaints, claims, and grievances, whether actual or
21 potential, known or unknown, and specifically but not exclusively, all claims
22 arising out of Plaintiff’s employment including, but not limited to, any and all
23 claims under the California Fair Employment and Housing Act, the Age
24 Discrimination in Employment Act, Title VII or any other statute, rule or
25 regulation relating to Plaintiff’s employment with Defendant and under which
26 Plaintiff has made a claim or could make a claim against Defendant. All such
27 claims (including related attorneys’ fees and costs) are forever barred by this
28 Agreement, without regard to whether those claims are based on any alleged

breach of a duty arising in contract or tort; any alleged unlawful act; any other claim or cause of action; and regardless of the forum in which it might be brought, including, but not limited to any claim of personal injury or tort, wrongful termination, violation of public policy, violations of the California Labor Code including, but not limited to, Labor Code sections 1102.5, 204, 510, 558, 1198; or claims for breach of contract or breach of the implied covenant of good faith and fair dealing, claims for harassment, discrimination, retaliation, or any other violation of any local, state or federal law (collectively, “Plaintiff’s Released Claims”).

5.0.2. Plaintiff’s Released Claims shall not waive: (i) claims for unemployment or workers’ compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, including, but not limited to, the Sierra Pacific Engineering and Products Employee Stock Ownership Plan, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement. In addition, nothing in this Agreement, including, but not limited to, the release of claims, cooperation, non-disparagement, covenant not to sue, acknowledgements and representations, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment, or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination related to the Action or waives Plaintiff’s right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, or shall prevent Plaintiff from filing a

charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, NLRB, or any other any federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the NLRA to engage in joint activity with other employees, although by signing this release, Plaintiff is waiving rights to individual relief based on claims asserted in such a charge or complaint, or asserted by any third-party on Plaintiff's behalf, except where such a waiver of individual relief is prohibited.

5.0.3. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the Civil code, which reads as follows:

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

5.1. Release by Participating Class Members: All Participating Class Members, including Plaintiff, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, and actions or causes of action of whatever kind or nature, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Action and/or that accrued in or are related to the allegations in the Action, under federal, state and/or local law. This release includes, without limitation, a release of all claims alleged in the Action and under state law for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, any violations of California Business and Professions Code §§ 17200, *et seq.*, any statutory penalties based on the foregoing (collectively, the "Released Class Claims").

5.1.1. The Participating Class Members' Release excludes the release of claims not permitted by law and is limited to claims arising during the Class Period.

5.2. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, fully and finally release and discharge the Released Parties from any and all claims for the recovery of civil penalties and attorneys' fees and costs permissible under PAGA which the Aggrieved Employees had, or may claim to have, against the Released Parties, arising out of the violations alleged in the First Amended Class and Representative Action Complaint or the PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released PAGA Claims").

5.2.1. The Aggrieved Employees' Release is limited to claims arising during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not. Aggrieved Employees cannot opt out of the PAGA Payment.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have jointly selected APEX Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, APEX Class Action, LLC, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional

relationship arising out of prior experiences administering settlements.

6.1. Class Data. No later than fourteen (14) calendar 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 the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. 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.

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

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

6.4.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have

submitted valid and timely Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted, whether valid or invalid.

6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks, and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Requests for Exclusion and objections received.

6.7. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this

1 Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its
2 disbursement of all payments required under this Agreement. Class Counsel is
3 responsible for filing the Administrator's declaration in Court.

4 6.9. Employer Identification Number. The Administrator shall have and use its own
5 Employer Identification Number for purposes of calculating payroll tax withholdings and
6 providing reports state and federal tax authorities.

7 6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
8 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
9 Regulation § 468B-1.

10 6.11. Website, Email Address and Toll-Free Number. The Administrator will establish and
11 maintain and use an internet website to post information of interest to Class Members
12 including the date, time, and location of the Final Approval Hearing and copies of the
13 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
14 Notice, Motion for Final Approval, and Final Approval and Judgment. The
15 Administrator will also maintain and monitor an email address and toll-free telephone
16 number to receive Class Member calls, faxes, and emails.

17 6.12. Class Members' Options.

18 6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five
19 (45) calendar days after the Administrator mails the Class Notice (plus an
20 additional ten (10) calendar days for Class Members whose Class Notice is re-
21 mailed) to exclude themselves from the Settlement. A Class Member may
22 exclude himself or herself from the Settlement by sending a Request for
23 Exclusion to the Administrator. The Request for Exclusion must be valid and
24 timely. To be valid, the Request for Exclusion must (1) include the Class
25 Member's full name, address, telephone number, and signature, and a written
26 statement requesting to be excluded from the Settlement; (2) state the case
27 name and number of the Action; and (3) be mailed to the specified physical
28 address of the Administrator. To be timely, the Request for Exclusion must be

1 postmarked no later than the Response Deadline. The postmark date will be
2 the exclusive means of determining whether a Request for Exclusion has been
3 timely submitted. A Class Member who does not submit a valid and timely
4 Request for Exclusion will be deemed a Participating Class Member and will
5 be bound by all terms of the Settlement if it is granted Final Approval. If a
6 Class Member's Request for Exclusion is timely, but defective as to the
7 requirements listed herein, that Class Member will be allowed to cure the
8 defect(s). The Administrator will mail the Class Member a cure letter within
9 three (3) business days of receiving the defective submission to advise the
10 Class Member that his or her submission is defective and that the defect must
11 be cured to render the Request for Exclusion valid. The Class Member will
12 have until the later of (a) the Response Deadline or (b) ten (10) calendar days
13 from the date of the cure letter, whichever date is later, to postmark the revised
14 Request for Exclusion. The Administrator, Class Counsel, and Defense
15 Counsel have the authority to attempt to resolve any Class Member disputes
16 on the validity or timeliness of a Request for Exclusion. However, the Court
17 has the authority to make final decisions consistent with the terms of this
18 Agreement on the validity or timeliness of a Request for Exclusion. The
19 Court's decision shall be final and not appealable or otherwise susceptible to
20 challenge.

21 6.12.1.1. Every Class Member who does not submit a timely and valid
22 Request for Exclusion is deemed to be a Participating Class Member
23 under this Agreement, entitled to all benefits and bound by all terms and
24 conditions of the Settlement, including the Participating Class Members'
25 Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of
26 whether the Participating Class Member actually receives the Class
27 Notice or objects to the Settlement.
28

1 6.12.1.2. Every Class Member who submits a valid and timely Request for
2 Exclusion is a Non-Participating Class Member and shall not receive an
3 Individual Class Payment or have the right to object to the class action
4 components of the Settlement. Because future PAGA claims are subject
5 to claim preclusion upon entry of the Judgment, Non-Participating Class
6 Members who are Aggrieved Employees are deemed to release the claims
7 identified in Paragraph 5.3 of this Agreement and are eligible for an
8 Individual PAGA Payment.

9 6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty
10 five (45) calendar days after the Administrator mails the Class Notice (plus an
11 additional ten (10) calendar days for Class Members whose Class Notice is re-
12 mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
13 allocated to the Class Member and/or Aggrieved Employee in the Class Notice.
14 A Class Member and/or Aggrieved Employee may challenge the allocation by
15 sending a Challenge to Calculation of Workweeks and/or Pay Periods to the
16 Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods
17 must be timely. To be timely, the Challenge to Calculation of Workweeks and/or
18 Pay Periods must be postmarked no later than the Response Deadline. The
19 postmark date will be the exclusive means of determining whether a Challenge to
20 Calculation of Workweeks and/or Pay Periods has been timely submitted. The
21 Administrator must encourage the challenging Class Member to submit
22 supporting documentation. In the absence of any contrary documentation, the
23 Administrator is entitled to presume that the Workweeks contained in the Class
24 Notice are correct so long as they are consistent with the Class Data. The
25 Administrator shall promptly provide copies of all Challenges to Calculation of
26 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The
27 Administrator, Class Counsel, and Defense Counsel have the authority to attempt
28 to resolve all Class Member challenges over the calculation of Workweeks and/or

1 Pay Periods. However, the Court has the authority to make final decisions
2 consistent with the terms of this Agreement on all Challenges to Calculation of
3 Workweeks and/or Pay Periods. The Court's decision shall be final and not
4 appealable or otherwise susceptible to challenge. All such challenges are to be
5 resolved no later than ten (10) calendar days after the Response Deadline.

6 6.12.3. Objections to Settlement. Each Participating Class Members shall have forty-
7 five (45) calendar days after the Administrator mails the Class Notice (plus an
8 additional ten (10) calendar days for Class Members whose Class Notice is re-
9 mailed) to object to the class action components of the Settlement and/or this
10 Agreement, including contesting the fairness of the Settlement and/or amounts
11 requested for the Class Counsel Fees Payment, Class Counsel Litigation
12 Expenses Payment and/or Class Representative Service Payment. Only
13 Participating Class Members may send written Objections to the
14 Administrator. A Participating Class Member may object to the Settlement by
15 (1) appearing at the Final Approval Hearing and verbally objecting to the
16 Settlement or any term thereof; and/or (2) sending a written Objection to the
17 Administrator. The written Objection must be valid and timely. To be valid,
18 the written Objection must (1) include the Class Member's full name, address,
19 telephone number, and signature, the contact information for any attorney
20 representing the objecting Class Member, if any, and the factual and legal
21 bases for the Objection, including any and all supporting papers, briefs,
22 written evidence, declarations, and/or other evidence; (2) state the case name
23 and number of the Action; and (3) be mailed to the specified physical address
24 of the Administrator. To be timely, the written Objection must be postmarked
25 no later than the Response Deadline. The postmark date will be the exclusive
26 means of determining whether a written Objection has been timely submitted.
27 The Administrator, Class Counsel, and Defense Counsel have the authority to
28 attempt to resolve any Class Member disputes on the validity or timeliness of

a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE

7.0. It is estimated that there are 11,708 Workweeks during the Class Period and 2,086 PAGA Pay Periods in the PAGA Period. If the actual number of Workweeks during the Class Period exceeds 11,708 by more than 10%, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above ten percent 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the Class and PAGA Periods to the date in which 11,708 Workweeks is met. Defendant shall be prepared to inform the Court of its selection at the Preliminary Approval Hearing. If Defendant exercises option (b), it shall also be prepared to inform the Court of the Class Period end date at the Preliminary Approval Hearing.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.0. If the number of valid and timely Requests for Exclusion exceeds fifteen percent (15%) of the total of all *terminated* Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement

that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

9.1. 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 before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. 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 Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material term, condition, or modification to the Agreement within the meaning of this paragraph.

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

9.4. 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 Expenses Payment reflected set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members 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 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.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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.

9.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendant, on the other.

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms.

11.1. No Admission of Liability. 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. In entering into this Agreement, Defendant does not admit, and specifically

denies, they have 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 their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void but remains protected by California Evidence Code section 1152.

11.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

11.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the

Settlement, whether oral, written, or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that 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 Settlement.

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

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

11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, 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 reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

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

11.13. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties

or their representatives, and approved by the Court.

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

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

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

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

11.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

11.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on

a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

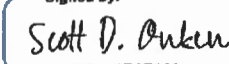
11.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not his representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

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

Signatures on the following page.

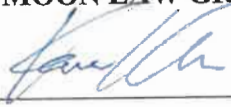
Plaintiff & Class Representative:

Dated: 8/7/2025, 2025

Signed by:

A21A00716ECE4C6...
By: _____
Plaintiff, Scott D. Onken

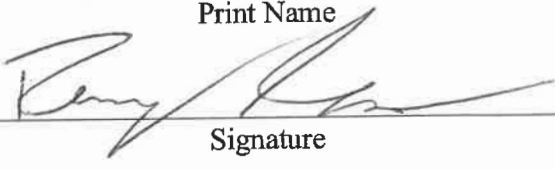
Plaintiff's Counsel:

Dated: August 07, 2025

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorney for Plaintiff, Scott D. Onken

Defendant:

Dated: August 11, 2025

On behalf of Defendant, S.P.E.P. Acquisition Corp. dba
Sierra Pacific Engineering and Products, Inc.
By: Barry Stein
Print Name

Signature
Chief Executive Officer/President
Title

Defendant's Counsel:

Dated: August 8, 2025

OFFIT KURMAN, P.C.

By: _____
Deborah H. Petito
Attorney for Defendant, S.P.E.P. Acquisition
Corp. dba Sierra Pacific Engineering and
Products, Inc.

4933-3781-4362, v. 1