CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Ismael Cruz and Prince Ray ("Plaintiffs") and Defendants Henkels & McCoy West, LLC and Henkels & McCoy, Inc. ("Defendants"). This Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1 "Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee 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 or Aggrieved Employees.

1.2 "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.

1.3 "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4 "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

1.5 "Class" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period.

1.6 "Class Counsel" means Crosner Legal and Ferraro Vega Employment Lawyers.

1.7 "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees, up to one-third of the Gross Settlement Amount, subject to the terms of this Agreement and the Court's approval.

1.8 "Class Counsel Litigation Expenses" means the amount payable to Class Counsel from the Gross Settlement Amount as reimbursement for their reasonable and verified expenses, respectively, incurred to prosecute the Action, subject to the Court's approval.

1.9 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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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 Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Covered Employees in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period between November 3, 2021, and July 17, 2026.

1.13 "Class Representative" means Ismael Cruz and Prince Ray, who are the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as class representatives.

1.14 "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15 "Class Settlement" means the portion of the Settlement allocated to the resolution of the class action claims.

1.16 "Court" means the Superior Court of California, County of Los Angeles.

1.17 "Covered Employees" means Aggrieved Employees and Class Members.

1.18 "Cruz Class Action" means Plaintiff Ismael Cruz's lawsuit alleging wage and hour class violations against Defendants, captioned *Cruz v. Henkels & McCoy West LLC, et al., initiated* on November 7, 2024, and pending in the Los Angeles Superior Court.

1.19 "Cruz PAGA Action" means Plaintiff Ismael Cruz's lawsuit alleging wage and hour PAGA violations against Defendants, captioned *Cruz v. Henkels & McCoy West LLC, et al.*, initiated on November 5, 2024, and pending in the Los Angeles Superior Court.

1.20 "Defendants" means Henkels & McCoy West, LLC and Henkels & McCoy, Inc.

1.21 "Defense Counsel" means Polsinelli LLP.

1.22 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Settlement, 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.

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1.23 "Final Approval" means the Court's order granting final approval of the Settlement.

1.24 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.25 "Gross Settlement Amount" means $1,775,000.00, which is the total amount Defendants agree to pay under the Settlement, subject to Section 4.1. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment.

1.26 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.27 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% ($26,250.00) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.28 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.29 "LWDA" means the California Labor and Workforce Development Agency.

1.30 "LWDA PAGA Payment" means the 65% ($48,750.00) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

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

1.33 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.34 "PAGA Notices" means Plaintiff Cruz's letter to Defendants and the LWDA and Plaintiff Ray's letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.35 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

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1.36 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., $75,000.00), allocated 35% to the Aggrieved Employees ($26,250.00) and 65% to the LWDA ($48,750.00) in settlement of PAGA claims.

1.37 "PAGA Period" means the period between August 30, 2023, and July 17, 2026.

1.38 "PAGA Settlement" means the portion of the Settlement allocated to the resolution of the claims under PAGA.

1.39 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.40 "Plaintiff Cruz" means Ismael Cruz, the named plaintiff in the Cruz Action.

1.41 "Plaintiff Ray" means Prince Ray, the named plaintiff in the Ray Action.

1.42 "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

1.43 "Ray Action" means Plaintiff Prince Ray's lawsuit alleging wage and hour violations against Defendants, captioned *Ray v. Henkels & McCoy West, LLC,* initiated on December 6, 2024, and dismissed in the San Diego Superior Court on July 24, 2026.

1.44 "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.45 "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.46 "Released Parties" means Defendants and any of their respective current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefits plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on their behalf.

1.47 "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 and including the information specified in Paragraph 7.5.1.

1.48 "Response Deadline" means forty-five (45) days after the Administrator mails the Class Notice and shall be the last date on which Covered Employees may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice or to the number of PAGA Pay Periods allocated to the Aggrieved Employee. Covered Employees to whom Class

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Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline.

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

1.50 "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 August 30, 2024, Plaintiff Cruz timely sent notice to the Labor and Workforce Development Agency ("LWDA") of his intent to pursue a representative action pursuant to PAGA, on behalf of himself and the State of California, as well as on behalf of a group of aggrieved employees that included all Defendants' non-exempt employees in California during the PAGA statute of limitations period.

2.2 On October 7, 2024, Plaintiff Prince Ray provided notice of his PAGA claims to the LWDA.

2.3 On November 5, 2024, Plaintiff Cruz filed a PAGA action (the "Cruz PAGA Action" and, as amended, the "Action") against Defendants in Los Angeles County Superior Court, which was assigned Case No. 24STCV29074.

2.4 On November 7, 2024, Plaintiff Cruz filed a class complaint (the "Cruz Class Action") against Defendants in Los Angeles County Superior Court alleging claims for (1) failure to pay all wages owed, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) failure to reimburse business expenses, and (8) unfair competition. The Cruz Class Action is pending in Los Angeles Superior Court, Case No. 24STCV29321.

2.5 On December 6, 2024, Plaintiff Ray filed a class action complaint (the "Ray Action") in San Diego Superior Court alleging claims for (1) failure to pay all wages owed, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting time penalties, (9) failure to reimburse business expenses, and (10) unfair competition. On December 13, 2024, Plaintiff Ray amended his complaint to add claims for civil penalties under the Private Attorneys General Act. The Ray Action was pending in San Diego Superior Court, Case No. 24CU026747C.

2.6 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.7 On February 10, 2026, the Parties participated in an all-day mediation presided over by private mediator Steve Mehta which led to this Agreement.

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2.8 On June 22, 2026, as part of the settlement, Plaintiffs filed a First Amended Complaint in the Cruz PAGA Action to add Plaintiff Ray and his claims. The First Amended Complaint in the Cruz PAGA Action is the operative complaint (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.9 On July 24, 2026, the Ray Action was dismissed.

2.10 Before mediation and negotiating the Settlement, Plaintiffs obtained, through informal discovery, both Plaintiffs' pay and time records as well as a summary of data points related to the Participating Class Members and Aggrieved Employees. Plaintiffs' 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"*).

2.11 The Court has not granted class certification.

2.12 The Parties, Class Counsel and Defense Counsel represent 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.

3.1 Gross Settlement Amount. Defendants shall pay $1,775,000.00 and no more (except as provided in Section 4.1 below) as the Gross Settlement Amount, and shall separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. 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 Defendants.

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

3.2.1 To Plaintiffs: Class Representative Service Payments of not more than $20,000.00 ($10,000.00 each) (in addition to any Individual Class Payment, and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members) subject to Court approval. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments. If the Court approves Class

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Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be $591,666.67, and a Class Counsel Litigation Expenses Payment of not more than $40,000.00. Defendants will not oppose requests for these payments provided they do not exceed these amounts, except as contemplated in Section 4.1. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $30,000.00 except for 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 $30,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate 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.

3.2.4.1 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 Portions are 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

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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 any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $75,000.00 to be paid from the Gross Settlement Amount, with 65% ($48,750.00) allocated to the LWDA PAGA Payment and 35% ($26,250.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($26,250.00) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates and Escalator. Based on a review of its records to date, Defendants represented that there are 3,300 Class Members who collectively worked a total of 187,150 Workweeks, and 1,932 Aggrieved Employees who worked a total of 167,003 PAGA Pay Periods at the time of settlement. If the total number of Workweeks or PAGA Pay Periods exceeds their respective estimates above by 10% or more (e.g., Workweek count x 1.1) for the applicable Class Period or PAGA Period, Defendants shall have the option to cut off the end of the Class Period or PAGA Period as of the date that the total Workweeks worked during the Class Period is 205,865 or the total PAGA Pay Periods worked during the PAGA Period is 183,703. Notwithstanding the foregoing, Defendants have confirmed that the total number of Workweeks and PAGA Pay Periods will not exceed the respective estimates above by 10% or more and, therefore, Defendants will not exercise the option to shorten the Class Period or PAGA Period.

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4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation 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 Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. 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 who are also Aggrieved Employees 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.

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

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds

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represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4.3.4 For any Aggrieved Employee whose 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 Code of Civil Procedure section 384, subdivision (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and each of their former and present spouses, attorneys, successors, assigns, legatees, heirs, and personal representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against the Released Parties.

Plaintiffs' Release includes, but is not limited to: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act, the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for

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failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs.

However, this release shall not apply to claims or actions to enforce this Agreement, or to any claims or actions for vested benefits, long term disability insurance benefits between Plaintiffs and the insurance company subject to the terms of the plan, for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.

5.2 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, upon Plaintiffs' receipt of Plaintiffs' 1542 Waiver Payments, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the 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.

5.3 Release by Participating Class Members: All Participating Class Members, their attorneys, successors, assigns, legatees, heirs, and personal representatives release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the Action, including but not limited to claims for rest periods; meal periods; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work; calculation of the regular rate and/or overtime/double time pay, including alleged non-inclusion of all forms of compensation required to be included in such calculation; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; recordkeeping; unfair competition; reimbursement of business expenses; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. The release includes, but is not limited to,

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claims pursuant to California Labor Code sections 201-204, 226 *et seq*., 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, Business and Professions Code § 17200 *et seq*, the applicable California Industrial Welfare Commission Wage Order(s), the California Business & Professions Code, California Code of Civil Procedure section 1021.5, and the Fair Labor Standards Act. The time period covered by this release mirrors the Class Period.

5.4 Release by Aggrieved Employees: The State of California, by and through Plaintiffs and on behalf of all Aggrieved Employees, shall waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA (the California Private Attorneys General Act, Labor Code section 2698, *et seq.*) during the PAGA Period, based on or arising out of the factual allegations of the Operative Complaint in the Actions and letter(s) sent by Plaintiffs to the LWDA including any and all claims for civil penalties under PAGA for alleged violations of California Labor Code sections 200, 201-204, 204b, 208, 210, 216, 218, 218.5, 221-224, 225.5, 226 *et seq*., 226.7, 227.3, 233, 234, 245-248.7, 256, 432, 432.5, 432.6, 432.7, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2802, 2804, 2810.5, 2698 *et seq*., 2699, 2699.3, and 2699.5, and the applicable California Industrial Welfare Commission Wage Order(s), and any claims for the alleged violations for unpaid hours worked/minimum wage; unpaid overtime including improper regular rate calculations, double-time violations, and alternative workweek schedule violations; unpaid paid sick leave including improper sick leave accrual, use, calculation, notice, and recordkeeping; failure to provide meal periods and/or pay meal period premiums; failure to provide rest periods and/or pay rest period premiums; failure to provide suitable resting facilities; failure to provide suitable seating; failure to pay reporting time wages; unlawful deductions from or withholding of wages; untimely payment of wages during employment; untimely payment of wages upon separation of employment including failure to pay vested vacation or paid time off wages and failure to provide final wages at the required location; non-compliant wage statements; failure to provide employee records; failure to maintain accurate records; failure to reimburse necessary business expenses; failure to provide required wage and paid sick leave notices; violations concerning warehouse quotas, including failure to provide required quota disclosures and work speed records; unlawful employment agreements, conditions, and waivers, including meal period and PAGA waivers; and unlawful inquiries into criminal history predicated on these Labor Code sections. This release also includes any and all claims for attorneys' fees or costs related to any or all of the foregoing.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendants' Declaration in Support of Preliminary Approval. In advance of the deadline to file the Motion for Final Approval, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the

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Administrator (if applicable). In their declarations, Defense Counsel and Defendants shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, with sufficient time to allow Defense Counsel to review and provide any proposed revisions, which Plaintiffs' Counsel will take into consideration in good faith.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval in advance of the already secured Preliminary Approval Hearing; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.4 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 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 by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. 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.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 Not later than twenty-one (21) days after the Court grants Preliminary Approval, Defendants 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

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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 effect and perform under this Agreement. Defendants have 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 Defendants 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. 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.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been

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included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Plaintiffs agree to not request exclusion from the Class Settlement.

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, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.3 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in

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Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 If more than thirty-five (35) Class Members timely and validly opt out of the settlement, Defendants may elect to terminate the long-form Settlement Agreement. If Defendants terminate the long-form Settlement Agreement under this provision, Defendants will bear any of the already incurred costs of the provision of notice and third-party settlement administration.

7.6 Challenges to Calculation of Workweeks/PAGA Pay Periods. Each Covered Employee shall have until the Response Deadline to challenge the number of Workweeks or PAGA Pay Periods allocated to them in the Class Notice. The Covered Employee may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Covered Employee to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement (and subject to the Court's overruling) on all Covered Employee challenges to the number of Workweeks or PAGA Pay Periods. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks/PAGA Pay Periods contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks/PAGA Pay Periods is final and not appealable or otherwise susceptible to challenge, except by the Court. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks/PAGA Pay Periods and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members and Aggrieved Employees may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments.

7.7.2 Participating Class Members and Aggrieved Employees may object to this Agreement by filing a written objection before the Response Deadline, and if they intend to speak at the fairness hearing, filing a notice of intention to appear with the Court and serving the objection and notice on the Parties.

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

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.5 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the

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Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANTS' RIGHT TO WITHDRAW. Defendants may terminate and withdraw from the Agreement contemplated at any time prior to the date the Court's approval of the settlement becomes "final" (i.e., not subject to appeal or reconsideration) if: (a) the Agreement is construed in such a fashion that Defendants are required to pay more than the Gross Settlement Amount, except for as provided by the terms of the Agreement; (b) the Court makes an order inconsistent with any of the terms of the Agreement, including, but not limited to, certifying for settlement purposes a class or representative action that is different from the Class defined in the Agreement, or any modification relating to the release of all claims (except for an order reducing the Class Counsel Award or the Class Representative Enhancement Payment); (c) following the signing of the Agreement, any court certifies, whether on a conditional basis or not, a class, collective, or representative action involving a claim covered by this Agreement; (d) any government department or agency raises objections to the terms in this Agreement or otherwise indicates that it intends to pursue remedies for a claim covered by this Agreement, beyond those contemplated by this Agreement; or (e) more than thirty-five (35) Class Members timely and validly opt out of the class. The Party that terminates and withdraws under this provision bears any of the already incurred costs of the provision of notice and third-party settlement administration, as well as any further notice that may be required by the Court as a result of the termination and withdrawal. If the basis for withdrawal is a Court order as described in items (a) and (b) above, the withdrawing Party must provide written notice to all other Parties of its intent to terminate and withdraw within two weeks of the date on which the offending order is filed. Failure to provide timely notice will serve as a waiver of the right to revoke under the circumstances described in item (a) or (b), above.

9. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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.

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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 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 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 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 Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, 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 Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate 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.

10. AMENDED JUDGMENT. 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.

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

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

11.3 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.

11.4 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.

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11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

11.6 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 and 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 or the Court for resolution.

11.7 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants 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.

11.9 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.

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

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

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

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

11.14 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

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provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 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.

11.16 Calendar Days. Unless otherwise noted, all references 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.

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

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.
Attn: Nicholas J. Ferraro
Lauren N. Vega
Conor J.D. Gómez
3333 Camino del Rio South, Suite 300
San Diego, CA 92108 USA
conor@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

Crosner Legal
Attn: Brandon Brouillette
Zach Crosner
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
bbrouillette@crosnerlegal.com
zach@crosnerlegal.com
www.crosnerlegal.com

To Defendants:

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Polsinelli LLP
Attn: Christina Tellado
Mary Vu
Kendra Loevenguth
Billy Saharchartsiri
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
ttellado@polsinelli.com
mvu@polsinelli.com
kloevenguth@polsinelli.com
bsaharchartsiri@polsinelli.com

11.18 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.

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

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SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Ismael Cruz

Date: 10 / 27 / 2026

Ismael Cruz

Plaintiff Prince Ray

Date: _____

Prince Ray

Defendants Henkels & McCoy West, LLC

Date: _____

Name: _____
Title: _____

Defendants Henkels & McCoy, Inc.

Date: _____

Name: _____
Title: _____

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Signature ref: 52f6474a-39bc-45ab-8388-dc95cde23336

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Ismael Cruz

Date: _____

_____
Ismael Cruz

Plaintiff Prince Ray

Date: 10/28/2026.

Prince Ray
_____
Prince Ray

Defendants Henkels & McCoy West, LLC

Date: _____

_____
Name: _____
Title: _____

Defendants Henkels & McCoy, Inc.

Date: _____

_____
Name: _____
Title: _____

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SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Ismael Cruz

Date: _____

_____
Ismael Cruz

Plaintiff Prince Ray

Date: _____

_____
Prince Ray

Defendants Henkels & McCoy West, LLC

Date: 10/28/2026

Signed by:
Virginia Pagliery
EDF55FC6E1FD4A8...
Name: Virginia Pagliery
Title: ~~Associate General Counsel~~

Defendants Henkels & McCoy, Inc.

Date: 10/28/2026

Signed by:
Virginia Pagliery
EDF55FC6E1FD4A8...
Name: Virginia Pagliery
Title: ~~Associate General Counsel~~