

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
megan@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ERICKA JEAN PASLEY and ZENA JONES, on behalf
themselves and all others similarly situated and aggrieved

KOEGLE LAW GROUP, APC

Brian E. Koegle (Cal. Bar No. 218800)
bkoegle@koeglelaw.com
Lucas E. Rowe (Cal. Bar No. 298697)
lrowe@koeglelaw.com
Ransom D. Boynton (Cal. Bar No. 333262)
rboynton@koeglelaw.com
228470 Avenue Stanford, Ste. 360
Valencia, California 91355-1045
Tel: (661) 512-6770

Attorneys for Defendant DESERT HAVEN ENTERPRISES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ERICKA JEAN PASLEY and ZENA
JONES, an individual and on behalf of all
others similarly situated,

Plaintiffs,

v.

DESERT HAVEN ENTERPRISES, a
California nonprofit Corporation; and DOES
1 through 100, inclusive,

Defendant.

CASE NO.: 24STCV23115

[Assigned for all purposes to Honorable
David S. Cunningham III Dept. 11]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: September 9, 2024

Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Ericka Jean Pasley and Zena Jones (“Plaintiffs”) and defendant Desert Haven Enterprises (collectively, “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s class action lawsuit alleging wage and hour violations against Defendant, captioned *Ericka Jean Pasley v. Desert Haven Enterprises et al.*, Case No. 24STCV23115, initiated on September 9, 2024, and a private attorney general action (“PAGA”), captioned *Ericka Jean Pasley v. Desert Haven Enterprises, et al.*, Case No. 24STCV27100, initiated on October 16, 2024, both which are pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt employees during the PAGA Period in the State of California.

1.5. “Class” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt employees during the Class Period in the State of California.

1.6. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, Jason Rothman, and Megan R. Lazar of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from June 2, 2024, through April 10, 2026.

1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16. “Defendant” means named defendant Desert Haven Enterprises.

1.17. “Defense Counsel” means Brian E. Koegle, Lucas E. Rowe, and Ransom D. Boynton of Koegle Law Group, APC.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members

objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. “Gross Settlement Amount” means \$329,000.00 (Three hundred twenty-nine thousand Dollars and zero cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “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.

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

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

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

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

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

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the applicable PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from June 2, 2024, through the end of the Class Period.

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

1.33. “PAGA Notice” means the notices submitted by Plaintiffs to the Labor and Workforce Development Agency (“LWDA”) and Defendant pursuant to California Labor Code Section 2699.3., including amended or supplemental notices related to the Actions.

1.34. “PAGA Penalties” means the total amount of \$32,900.00, allocated 65% (\$21,385.00) to the LWDA and 35% (\$11,515.00) to Aggrieved Employees.

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

1.36. “Plaintiffs” means Ericka Jean Pasley and Zena Jones, the named plaintiffs in the Action.

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

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.7 below.

1.41. “Released Parties” means: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members,

managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

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

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.45. “Workweek” means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On August 5, 2024, Plaintiff Ericka Jean Pasley (“Plaintiff Pasley”) filed with the LWDA and served on Defendant Desert Haven Enterprises (“Defendant”), a notice under Labor Code section 2699.3, stating Plaintiff Pasley intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations. On October 30, 2024, Plaintiff Pasley served an amended notice to include Plaintiff Zena Jones (“Plaintiff Jones” collectively with Plaintiff Pasley “Plaintiffs”) (Plaintiffs August 5, 2024 notice and October 30, 2024 amended notice are collectively referred to as “PAGA Notice”).

2.2. On September 9, 2024, Plaintiff Pasley commenced this Action by filing a complaint against Defendant for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code § 227.3; and unfair competition (“Action”)

2.3. On February 7, 2026, Plaintiff Pasley filed a First Amended Complaint in the Action adding Plaintiff Jones.

2.4. On October 16, 2024, Plaintiff Pasley filed a separate representative action under PAGA against Defendant in the Superior Court of California, County of Los Angeles, Case No. 24STCV27110, for the Labor Code violations set out in the PAGA Notice (the “PAGA Action”).

2.5. On December 30, 2024, Plaintiff Pasley filed a First Amended Complaint in the PAGA Action adding Plaintiff Jones.

2.6. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.7. Prior to mediation Plaintiffs obtained, through informal discovery a sampling of time and payroll records for 30% of Class Members and excerpts of Defendant’s meal and rest break policy.

2.8. 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*”).

2.9. On March 24, 2026, the Parties participated in a mediation before Gig Kyriacou, during which they reached an agreement in principle to resolve all class and PAGA claims asserted in the Actions. As part of this Agreement, the Parties agreed to stipulate to consolidate the Class and PAGA Actions for purposes of Settlement (hereinafter, the “Action”). A Joint Stipulation to Consolidate Class and PAGA Actions was filed with this Court on April 24, 2026. However, the Court ruled that the cases were only related and required the Parties to file a First Amended Complaint. As such, as part of this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the Class Action, adding all allegations brought in the PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”). The First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

2.10. The Court has not granted class certification.

2.11. 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

1 Settlement.

2 **3. MONETARY TERMS**

3 3.1. Gross Settlement Amount. Defendant agrees to pay a total of \$329,000.00 as a non-
4 reversionary Gross Settlement Amount. The Gross Settlement Amount includes all payments to
5 Participating Class Members, PAGA penalties, attorneys' fees and costs, service awards, and
6 administration costs. Defendant shall separately pay any employer-side payroll taxes on the wage
7 portion of the settlement payments, as required by law. Defendant shall fund the Gross Settlement
8 Amount in accordance with the timeline set forth in Paragraph 4.3 of this Agreement. The
9 Settlement Administrator shall distribute the Gross Settlement Amount to Participating Class
10 Members and PAGA Members without requiring the submission of claim forms. No portion of
11 the Gross Settlement Amount shall revert to Defendant.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
13 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
14 in the Final Approval:

15 3.2.1. To Plaintiffs: Class Representative Service Payments of up to \$10,000.00 to each
16 Plaintiff, for a total of \$20,000.00 in addition to any Individual Class Payment and any
17 Individual PAGA Payment to which they may be entitled. Defendant will not oppose
18 these requests. Any amount not approved by the Court shall revert to the Net Settlement
19 Amount. These payments shall be reported on IRS Form 1099.

20 3.2.2. To Class Counsel: Attorneys' fees of up to one-third (1/3) of the Gross Settlement
21 Amount, or \$109,666.67, and litigation costs of up to \$50,000.00. Defendant will not
22 oppose these requests. Any amount not approved by the Court shall revert to the Net
23 Settlement Amount. These payments shall be reported on IRS Form 1099.

24 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
25 \$6,750.00 except for a showing of good cause and as approved by the Court. To the
26 extent the Administration Expenses are less, or the Court approves payment less than
27 \$6,750, the Administrator will retain the remainder in the Net Settlement Amount.

28 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated

by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. 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 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage 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 \$32,900.00, with 65% (\$21,385.00) allocated to the LWDA and 35% (\$11,515.00) allocated to Aggrieved Employees.

3.2.5.1. Individual PAGA Payments shall be calculated on a pro rata basis based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

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 Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records from the date of the mediation, Defendant estimates there are 227 Class Members who collectively worked a total of 14,718 Workweeks, and 227 of Aggrieved Employees who worked a total of 12,601 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and shall also pay all employer-side payroll taxes required by law, by transmitting the funds to the Settlement Administrator within fourteen (14) calendar days after Final Approval of the Settlement, assuming there are no objections or appeals.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

1 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Class Members via First Class U.S.
3 Mail, postage prepaid. The face of each check shall prominently state the date (not less
4 than 180 days after the date of mailing) when the check will be voided. The
5 Administrator will cancel all checks not cashed by the void date. The Administrator
6 will send checks for Individual Settlement Payments to all Participating Class Members
7 (including those for whom Class Notice was returned undelivered). The Administrator
8 will send checks for Individual PAGA Payments to all Aggrieved Employees including
9 Non-Participating Class Members who qualify as Aggrieved Employees (including
10 those for whom Class Notice was returned undelivered). The Administrator may send
11 Participating Class Members a single check combining the Individual Class Payment
12 and the Individual PAGA Payment. Before mailing any checks, the Settlement
13 Administrator must update the recipients' mailing addresses using the National Change
14 of Address Database.

15 4.4.2. The Administrator must conduct a Class Member Address Search for all other
16 Class Members whose checks are returned undelivered without USPS forwarding
17 address. Within 7 days of receiving a returned check the Administrator must re-mail
18 checks to the USPS forwarding address provided or to an address ascertained through
19 the Class Member Address Search. The Administrator need not take further steps to
20 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
21 The Administrator shall promptly send a replacement check to any Class Member whose
22 original check was lost or misplaced, requested by the Class Member prior to the void
23 date.

24 4.4.3. For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
26 shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
27 at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104.

28 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall

not be pensionable and does not require Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiffs, and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from any and all claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were alleged or could have been alleged based on the facts asserted in the Operative Complaint and any related PAGA Notices.

5.2. This release includes, without limitation, all claims that were alleged or could have been alleged based on the facts asserted in the Operative Complaint and any related PAGA Notices, including, but not limited to, claims for wages, overtime, minimum wages, meal and rest period violations, wage statement penalties, waiting time penalties, unreimbursed business expenses, and civil penalties under the California Labor Code Private Attorneys General Act (PAGA).

5.3. This release does not extend to any claims to enforce this Agreement or to any claims that cannot be released as a matter of law, including workers' compensation, unemployment insurance, disability, or social security benefits.

5.4. Plaintiffs acknowledge that they may discover facts or law different from or in addition to those presently known and agree that this release shall remain effective notwithstanding such discovery. Plaintiffs expressly waive the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor 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."

5.4.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For

1 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
2 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
3 which reads:

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

8 5.5. Release by Participating Class Members: For the duration of the Class Period, all
9 Participating Class Members, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
11 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
12 on the facts asserted in the Operative Complaint.

13 5.6. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
14 release any other claims, including claims for vested benefits, wrongful termination, violation of
15 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
16 workers' compensation or claims based on facts occurring outside the Class Period.

17 5.7. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
18 Employees are deemed to release, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
20 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
21 alleged, based on the facts asserted in the Operative Complaint and the PAGA Notice.

22 **6. MOTION FOR PRELIMINARY APPROVAL**

23 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
24 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
25 Approvals.

26 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full
27 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
28 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or

1 potential conflicts of interest with the Administrator and Cy Pres Recipient.

2 6.2. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
3 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
4 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
5 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
6 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
7 (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its
8 "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;
9 competency; operative procedures for protecting the security of Class Data; amounts of insurance
10 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
11 actual or potential conflicts of interest with Class Members; and the nature and extent of any
12 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration
13 from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant
14 to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from
15 each Class Counsel firm attesting to its competency to represent the Class Members; its timely
16 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
17 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)),
18 this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual
19 or potential conflict of interest with Class Members and the Administrator.

20 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
21 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
22 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
23 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
24 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
25 Administrator.

26 6.4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions
27 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
28 Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, 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 Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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 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 ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. 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 Pay Periods in the Class Data.

7.4.2. The Settlement Administrator shall, as soon as practicable after receiving the Class Data, mail the Class Notice via first-class United States Postal Service ("USPS") to all Class Members identified in the Class Data, substantially in the form attached as Exhibit A. Prior to mailing, the Settlement Administrator shall update Class Member addresses using the National Change of Address database. The Class Notice shall include an estimate of each Class Member's Individual Class Payment and, if applicable, Individual PAGA Payment, along with the number of Workweeks and PAGA Pay Periods used to calculate such amounts.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice

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

7 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
9 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
10 notice is re-mailed. The Administrator will inform the Class Member of the extended
11 deadline with the re-mailed Class Notice.

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

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

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by mail, a signed written Request for Exclusion not later
24 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
25 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
26 from a Class Member or his/her representative that reasonably communicates the Class
27 Member's election to be excluded from the Settlement and includes the Class Member's
28 name, address and email address or telephone number. To be valid, a Request for

1 Exclusion must be timely postmarked by the Response Deadline.

2 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
3 fails to contain all the information specified in the Class Notice. The Administrator
4 shall accept any Request for Exclusion as valid if the Administrator can reasonably
5 ascertain the identity of the person as a Class Member and the Class Member's desire
6 to be excluded. The Administrator's determination shall be final and not appealable or
7 otherwise susceptible to challenge. If the Administrator has reason to question the
8 authenticity of a Request for Exclusion, the Administrator may demand additional proof
9 of the Class Member's identity. The Administrator's determination of authenticity shall
10 be final and not appealable or otherwise susceptible to challenge.

11 7.5.3. Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
13 to all benefits and bound by all terms and conditions of the Settlement, including the
14 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
15 regardless whether the Participating Class Member actually receives the Class Notice
16 or objects to the Settlement.

17 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
18 Non-Participating Class Member and shall not receive an Individual Class Payment or
19 have the right to object to the class action components of the Settlement. Because future
20 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
21 Participating Class Members who are Aggrieved Employees are deemed to release the
22 claims identified in Paragraph 5.7 of this Agreement and are eligible for an Individual
23 PAGA Payment.

24 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
25 days after the Administrator mails the Class Notice to dispute the number of Workweeks and, if
26 applicable, PAGA Pay Periods attributed to the Class Member. Any such dispute must be
27 submitted in writing to the Administrator. The Administrator may request supporting
28 documentation from the Class Member. In the absence of contrary documentation, the

Administrator shall rely on Defendant's records as reflected in the Class Data. The Administrator's determination regarding any such dispute shall be final and binding. The Administrator shall provide copies of all disputes and determinations to Class Counsel and Defense Counsel.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

7.8. Administrator Duties. The Settlement Administrator shall perform all duties and responsibilities set forth in this Agreement, including, but not limited to, providing notice to Class Members, processing opt-outs and objections, calculating and distributing settlement payments, handling disputes regarding Workweeks and PAGA Pay Periods, and issuing appropriate tax forms, in accordance with the terms of this Agreement.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,

1 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
2 the Final Approval and the Judgment. The Administrator will also maintain and monitor
3 an email address and a toll-free telephone number to receive Class Member calls and
4 emails.

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

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

22 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
23 address and make final decisions consistent with the terms of this Agreement on all
24 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
25 Administrator’s decision shall be final and not appealable or otherwise susceptible to
26 challenge.

27 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
28 the Motion for Final Approval of the Settlement, the Administrator will provide to Class

Counsel and Defense Counsel, a 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 from Settlement it received (both valid or invalid), the number of written objections and 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.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the 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 7 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. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on Defendant's records Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 227 Class Members and 14,718 Workweeks during the Class Period and (2) there are 227 Aggrieved Employees who worked 14,718 Pay Periods during the PAGA Period

8.1. Increase in Workweeks. Defendant represents that there are no more than 14,718 workweeks during the Class Period. In the event the number of workweeks during the Class Period increases by more than 10%, or more than 1,472 workweeks, then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 14,718 multiplied by the workweek value. The workweek value shall be calculated by dividing the Gross Settlement Amount by 14,718 workweeks. The Parties agree that the workweek value amounts to \$22.35 per workweek (\$329,000 / 14,718 workweeks). Thus, for example, should there be 16,800

workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$46,532.70, calculated as (16,800 workweeks – 14,718 workweeks) x \$22.35/workweek.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer, 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 5 court days prior to 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 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, 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, pursuant to California Code of Civil Procedure §664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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 reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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 Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

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 and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant have any liability

1 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
2 Defendant' defenses in the Action have merit. The Parties agree that class certification and
3 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
4 not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserve the right
5 to contest certification of any class for any reasons, and Defendant reserve all available defenses
6 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any
7 grounds available and to contest Defendant' defenses. The Settlement, this Agreement and
8 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
9 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
10 and this Agreement).

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

28 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and

1 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
2 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
3 ability to communicate with Class Members in accordance with Class Counsel's ethical
4 obligations owed to Class Members.

5 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
6 together with its attached exhibits shall constitute the entire agreement between the Parties
7 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
8 inducements made to or by any Party.

9 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
10 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
11 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
12 its terms, and to execute any other documents reasonably required to effectuate the terms of this
13 Agreement including any amendments to this Agreement.

14 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
15 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
16 Settlement Agreement, submitting supplemental evidence and supplementing points and
17 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
18 or content of any document necessary to implement the Settlement, or on any modification of the
19 Agreement that may become necessary to implement the Settlement, the Parties will seek the
20 assistance of a mediator and/or the Court for resolution.

21 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
24 action, or right released and discharged by the Party in this Settlement.

25 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
26 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
27 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
28 Part 10, as amended) or otherwise.

1 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed or agreed to by all
3 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
4 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
5 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
6 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
7 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
8 the use of signatures previously provided by the Parties.

9 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
10 the benefit of, the successors of each of the Parties.

11 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
12 governed by and interpreted according to the internal laws of the state of California, without
13 regard to conflict of law principles.

14 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
15 this Agreement. This Agreement will not be construed against any Party on the basis that the
16 Party was the drafter or participated in the drafting

17 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
18 during Action and in this Agreement relating to the confidentiality of information shall survive
19 the execution of this Agreement

20 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
21 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
22 in connection with the mediation, other settlement negotiations, or in connection with the
23 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
24 be used in any way that violates any existing contractual agreement, statute, or rule of court.

25 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

27 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
28 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. 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.

11.18. 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.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendant' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

[SIGNATURE PAGE TO FOLLOW]

1 **IT IS SO AGREED:**

2 *Ericka Pasley*

07/23/2026

3 Plaintiff, Ericka Jean Pasley

DocuSigned by:

Roberta Terry

7/27/2026

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Roberta Terry

For Defendant Desert Haven Enterprises

4
5 *Zena Jones*

07/27/2026

6 Plaintiff Zena Jones

7
8 **AGREED AS TO FORM ONLY:**

9 *David D. Bibiyan*

07/23/2026

10 David D. Bibiyan
11 Vedang J. Patel
12 Jason Rothman
13 Megan R. Lazar
14 Counsel for Plaintiffs

[Signature]
Brian E. Kogle
Lucas E. Rowe
Ransom D. Boynton
Counsel for Defendant

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