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 and the Putative Class*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

RAYMON GAVALDON, individually, and on
 behalf of the State of California and other
 aggrieved persons,

Plaintiffs,

v.

VICEROY IMPROVEMENT LLC, an Oregon
 limited liability company; DABELLA
 EXTERIORS, LLC, an Oregon limited liability
 company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV019256
 (Consolidated with Case No. 25CV004523)

**CLASS & PAGA REPRESENTATIVE
 ACTION**

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

Judge: Hon. Jill H. Talley
 Dept.: 23

Class Complaint Filed: 09/24/2024
 PAGA Complaint Filed: 02/24/2025
 Trial Date: 01/11/2027

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VICEROY IMPROVEMENT LLC and
7 DABELLA EXTERIORS, LLC
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This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff RAYMON GAVALDON (“Plaintiff”) and Defendants VICEROY IMPROVEMENT LLC and DABELLA EXTERIORS, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Actions” means Plaintiff’s lawsuits alleging class action wage and hour violations against Defendants captioned *GAVALDON v. VICEROY IMPROVEMENT LLC, et al.*, Sacramento County Superior Court, Case No. 24CV019256, filed on September 24, 2024 (“Class Action”) and Case No. 25CV004523, filed on February 24, 2025 (“PAGA Action”).

1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” 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 who performed work for Defendants, or any of them, in California as an hourly-paid or non-exempt employee at any time during the PAGA Period, including current and former employees.

1.5 “Class” means all persons who performed work for Defendants, or any of them, in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees.

1.6 “Class Counsel” means Thiago Coelho, Lauren Lenzion, Jennifer Leinbach, and Alan Wilcox of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to thirty-five percent (35%) of the GSA (currently \$273,000.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$25,000.00, and paid from the Gross Settlement Amount.

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 Workweeks and PAGA Pay Periods.

1.10 “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).

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from September 24, 2020, until 60-days after March 16, 2026 or the date the Court grants preliminary approval, whichever is sooner (“Settlement Class Period”).

1.14 “Class Representative(s)” means the named Plaintiff RAYMON GAVALDON in the Actions.

1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Sacramento.

1.17 “Defendants” means named Defendants VICEROY IMPROVEMENT LLC and DABELLA EXTERIORS, LLC

1.18 “Defense Counsel” means Fisher & Phillips, LLP.

1.19 “Effective Date” means the date by which both of the following have occurred: (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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.23 “Gross Settlement Amount” or “GSA” means \$780,000.00, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

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

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

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

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

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

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class

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

1.30 “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.

1.31 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

1.32 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA Action.

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

1.34 “PAGA Period” means the period from September 24, 2023, until 60 days after March 16, 2026 or the date the Court grants preliminary approval, whichever is sooner.

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

1.36 “PAGA Notice” means Plaintiff’s September 24, 2024, letter (LWDA-CM-1052500-24) to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount allocated 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

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

1.39 “Plaintiff” means RAYMON GAVALDON, the named plaintiff in the Actions.

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

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

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

1.43 “Released Parties” means Defendants and Defendants officers, directors, managerial employees and agents.

1.44 “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.

1.45 “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) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 “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 September 24, 2024, Plaintiff filed the Operative Class Complaint alleging the following causes of action against Defendants (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code, §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code, §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code, §§ 226.7, 512); (4) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code, §§ 201–203); (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code, § 226); (6) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code, § 2802); (7) Failure to Pay Reporting Time Pay and (8) Unfair Business Practices (UCL) (Cal. Bus. & Prof. Code, §§ 17200, et seq.). On September 24, 2024 pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1052500-24). On February 24, 2025, after the 65-day statutory period passed, Plaintiff filed the Operative PAGA Complaint, alleging claims for penalties pursuant to

1 Labor Code § 2699, *et seq.* On May 2, 2025, the Class Action and the PAGA Action were
2 consolidated, with the Class Action designated as the lead case.

3 2.2 Defendants deny the allegations in the Actions, deny any failure to comply with the laws
4 identified in the Actions, and deny any and all liability for the causes of action alleged in the
5 Actions.

6 2.3 On March 13, 2026, the Parties participated in an all-day mediation presided over by
7 mediator Daniel J. Turner, Esq. With the help of Daniel J. Turner, Esq., the Parties were able to
8 reach an agreement on general settlement terms at mediation and executed a Memorandum of
9 Understanding thereafter.

10 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
11 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
12 representative sampling of time and payroll data for Class Members and the necessary policy
13 documents through informal discovery to properly evaluate the strengths and weakness of the
14 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
15 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
16 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
17 130 (2008) ("*Dunk/Kullar*").

18 2.5 The Court has not granted class certification because the Parties engaged in mediation
19 before any class certification.

20 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
21 other pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement.

23 3. **MONETARY TERMS.**

24 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
25 Defendants will pay \$780,000.00 to fully settle, resolve, and extinguish all claims asserted in the
26 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
27 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
28 wage portions of the Individual Class Payments, which Defendants will pay separately.

1 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
2 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
3 in the Final Approval:

4 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
5 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
6 Class Representative is entitled to receive as a Participating Class Member. Defendants will not
7 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part
8 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
9 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
10 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
11 Enhancement Award less than the amount requested, the Administrator will retain the remainder
12 in the Net Settlement Amount to be distributed to Participating Class Members. The
13 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
14 responsibility and liability for employee taxes owed on the Enhancement Award.

15 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than up to thirty-five
16 percent (35%) of the GSA, which is currently estimated to be \$273,000.00, and a Class Counsel
17 Litigation Expenses Payment for actual costs. Defendants will not oppose requests for these
18 payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation
19 Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or
20 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
21 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
22 will allocate the remainder to the Net Settlement Amount for distribution to Participating Class
23 Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel
24 arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel
25 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
26 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
27 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
28 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 Administrator Costs Payment for actual costs, not to exceed \$12,995.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is 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 individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for 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 shall be allocated from the Gross Settlement Amount for the resolution of any claims arising under PAGA by the Aggrieved Employees, as representatives and/or agents of the State of California and the LWDA, and shall be distributed as 65% to the LWDA and 35% to the Aggrieved Employees.

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 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual 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 to be distributed to Participating Class Members. 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, Defendants represents that there are 1,024 Class Members who collectively worked a total of 21,425 workweeks during the Class Period.

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, 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 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. 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.

1 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
3 the funds to the Administrator no later than 30 (thirty) calendar days after the Effective Date.

4 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendants
5 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
6 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
7 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
8 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
9 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
10 Individual Class Payments and Individual PAGA Payments.

11 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
12 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
13 face of each check shall prominently state the date (180 days after the date of mailing) when the
14 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
15 Void Date. The Administrator will send checks for Individual Settlement Payments to all
16 Participating Class Members (including those for whom the Class Notice was returned
17 undelivered). The Administrator will send checks for Individual PAGA Payments to all
18 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
19 Employees (including those for whom Class Notice was returned undelivered). The Administrator
20 may send Participating Class Members a single check combining the Individual Class Payment
21 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
22 must update the recipients' mailing addresses using the National Change of Address Database.

23 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
24 Members whose checks are returned undelivered without USPS forwarding address. Within seven
25 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address
27 Search. The Administrator need not take further steps to deliver checks to Class Members whose
28 re-mailed checks are returned as undelivered. The Administrator shall promptly send a

replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

4.4.4 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 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully funds the Gross Settlement Amount and 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.** Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law, including the Fair Labor Standards Act ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Released Class Claims: All Participating Class Members will waive and release all claims asserted in the complaint filed in the Class Action or that could have been based on the factual allegations asserted in the complaint filed in the Class Action during the Class Period, including claims under the Labor Code, California Wage Orders, and all equivalent claims under federal law, including the Fair Labor Standards Act (collectively the "Released Class Claims"). For avoidance of doubt, Participating Class Members are only releasing those claims which were asserted in the Class Action or which reasonably could have been asserted based on the factual allegations stated in the Class Action.

5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice to the LWDA and the complaint filed in the PAGA Action, or that could have been based on the facts asserted in the PAGA Notice and the complaint filed in the PAGA Action against Released Parties (collectively the "Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;

(iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the

1 Administrator other than a professional relationship arising out of prior experiences administering
2 settlements.

3 7.2 Employer Identification Number. The Administrator shall have and use its own
4 Employer Identification Number for purposes of calculating payroll tax withholdings and
5 providing reports to state and federal tax authorities.

6 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
7 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
8 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
9 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
10 to Participating Class Members.

11 7.4 Notice to Class Members.

12 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
13 shall notify Class Counsel that the list has been received and state the number of Class Members,
14 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

15 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
16 after receiving the Class Data, the Administrator will send to all Class Members identified in the
17 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
18 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
19 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
20 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
21 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
22 Notices, the Administrator shall update Class Member addresses using the National Change of
23 Address database.

24 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
25 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
26 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
27 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
28 Notice to the most current address obtained. The Administrator has no obligation to make further

1 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
2 USPS a second time.

3 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
4 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
5 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-
6 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
7 mailed Class Notice.

8 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
9 discovers any persons who believe they should have been included in the Class Data and should
10 have received Class Notice, the Parties will expeditiously meet and confer in person or by
11 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
12 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
13 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
14 requiring them to exercise options under this Agreement not later than 14 days after receipt of
15 Class Notice, or the deadline dates in the Class Notice, whichever are later.

16 7.5 Requests for Exclusion (Opt-Outs).

17 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
18 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
19 later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for
20 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
21 Member or his/her representative that reasonably communicates the Class Member's election to
22 be excluded from the Settlement and includes the Class Member's name, address and email
23 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
24 or postmarked by the Response Deadline.

25 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
26 to contain all the information specified in the Class Notice. The Administrator shall accept any
27 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
28 person as a Class Member and the Class Member's desire to be excluded. The Administrator's

1 determination shall be final and not appealable or otherwise susceptible to challenge. If the
2 Administrator has reason to question the authenticity of a Request for Exclusion, the
3 Administrator may demand additional proof of the Class Member's identity. The Administrator's
4 determination of authenticity shall be final and not appealable or otherwise susceptible to
5 challenge.

6 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
7 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
8 bound by all terms and conditions of the Settlement, including the Participating Class Members'
9 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
10 Class Member actually receives the Class Notice or objects to the Settlement.

11 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
12 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
13 right to object to the class action components of the Settlement. Because future PAGA claims are
14 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
15 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
16 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

17 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
18 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
19 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
20 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
21 may challenge the allocation by communicating with the Administrator via fax, email or mail.
22 The Administrator must encourage the challenging Class Member to submit supporting
23 documentation. In the absence of any contrary documentation, the Administrator is entitled to
24 presume that the Workweeks contained in the Class Notice are correct so long as they are
25 consistent with the Class Data. The Administrator's determination of each Class Member's
26 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
27 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
28

1 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
2 Administrator's determination of the challenges.

3 7.7 Objections to Settlement.

4 7.7.1 Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
7 Payment and/or Enhancement Award.

8 7.7.2 Participating Class Members may send written objections to the Administrator, by
9 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
10 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
11 Participating Class Member who elects to send a written objection to the Administrator must do
12 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
13 14 days for Class Members whose Class Notice was re-mailed).

14 7.7.3 Non-Participating Class Members have no right to object to any of the class action
15 components of the Settlement.

16 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
17 performed or observed by the Administrator contained in this Agreement or otherwise.

18 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
19 maintain and use an internet website to post information of interest to Class Members including
20 the date, time and location for the Final Approval Hearing and copies of the Settlement
21 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
22 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
24 Administrator will also maintain and monitor an email address and a toll-free telephone number
25 to receive Class Member calls, faxes and emails.

26 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
28 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the

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

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

14 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
15 address and make final decisions consistent with the terms of this Agreement on all Class Member
16 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
17 shall be final and not appealable or otherwise susceptible to challenge.

18 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
19 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
20 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
21 Court attesting to its due diligence and compliance with all of its obligations under this
22 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
23 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
24 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
25 of written objections and attach the Exclusion List. The Administrator will supplement its
26 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
27 for filing the Administrator’s declaration(s) in Court.
28

1 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
3 and Defense Counsel with a final report detailing its disbursements by employee identification
4 number only of all payments made under this Agreement. At least 15 days before any deadline
5 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
6 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
7 payments required under this Agreement. Class Counsel is responsible for filing the
8 Administrator's declaration in Court.

9 8. ESCALATOR CLAUSE. Based on its records, Defendants represent that there are 1,024
10 Class Members who collectively worked a total of 21,425 Workweeks during the Class Period.
11 Should the Workweeks increase more than 10% (i.e. more than 2,170 workweeks), the GSA will
12 increase on a proportional basis equal to the percentage increase in the number of Workweeks
13 worked by the Class Members above the 10% (for example, if the final number of total workweeks
14 increases by 11%, the GSA will increase 1%). Alternatively, Defendants may opt to shorten the
15 release period to an earlier date at which only the represented number of workweeks plus 10%
16 are covered by the Class Period.

17 9. MOTION FOR FINAL APPROVAL. Not later than 16 (sixteen) court days before the
18 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
19 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
20 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
21 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
22 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
23 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
24 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

25 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
26 by a Participating Class Member, including the right to file responsive documents in Court no
27 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
28 accepted by the Court.

1 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Enhancement
6 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
7 Administrator Costs Payment shall not constitute a material modification to the Agreement within
8 the meaning of this paragraph.

9 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
11 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
12 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
15 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
16 counsel, and all Participating Class Members who did not object to the Settlement as provided in
17 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
18 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
19 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
20 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
21 obligations to perform under this Agreement will be suspended until such time as the appeal is
22 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
23 of the Net Settlement Amount.

24 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted
27 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
28 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 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award 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 §384, the Parties will work together in good faith to jointly submit 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Actions 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 grant Preliminary Approval, 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 Actions, and Plaintiff reserves 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 Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or 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

1 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
2 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
3 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
4 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
5 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
6 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense
7 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
8 communication, before the filing of the Motion for Preliminary Approval, with any third party
9 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
10 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
11 communications with Class Members in accordance with Class Counsel's ethical obligations
12 owed to Class Members.

13 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
15 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
16 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
17 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

18 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
25 its terms, and to execute any other documents reasonably required to effectuate the terms of this
26 Agreement including any amendments to this Agreement.

27 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
3 or content of any document necessary to implement the Settlement, or on any modification of the
4 Agreement that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution.

6 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
9 action, or right released and discharged by the Party in this Settlement.

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

14 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
18 to the benefit of, the successors of each of the Parties.

19 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting.

25 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during the Actions and in this Agreement relating to the confidentiality of information
27 shall survive the execution of this Agreement.
28

11.14 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.

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

11.16 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 Plaintiff:

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
 Lauren M. Lendzion (SBN 239184)
lauren.lendzion@wilshirelawfirm.com
 Jennifer M. Leinbach (SBN 281404)
jennifer.leinbach@wilshirelawfirm.com
 Jesse S. Chen (SBN 336294)
jesse.chen@wilshirelawfirm.com
 Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendants:

Christopher S. Alvarez (SBN 294795)
 E-Mail: *calvarez@fisherphillips.com*
 Daniela G. Contreras (SBN 352949)
 E-Mail: *dcontreras@fisherphillips.com*
FISHER & PHILLIPS LLP
 621 Capitol Mall, Suite 1400
 Sacramento, California 95814
 Telephone: (916) 210-0400
 Facsimile: (916) 210-0401

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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 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 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Sacramento County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 5/11/2026

Signed by:

 41AD65E170AB4DF...

Plaintiff RAYMON GAVALDON

DATED: _____

Defendants VICEROY IMPROVEMENT LLC, DABELLA EXTERIORS, LLC

By: _____

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IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff RAYMON GAVALDON

DATED: May 14, 2026

Defendants VICEROY IMPROVEMENT LLC, DABELLA EXTERIORS, LLC

By: Daniel A. McMillan Sr CEO

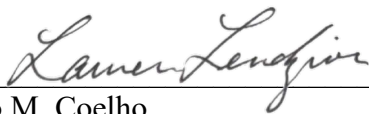
Position: CEO

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1 Approved by counsel:

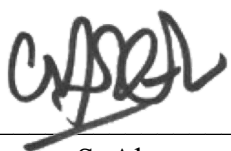
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3 DATED: May 11, 2026

WILSHIRE LAW FIRM

4
5 BY: 
6 Thiago M. Coelho
7 Lauren M. Lenzion
8 Jennifer M. Leinbach
9 Jesse S. Chen
10 Alan Wilcox
11 Counsel for Plaintiff, RAYMON GAVALDON

12 DATED: May 14, 2026

FISHER & PHILLIPS, LLP

13
14 BY: 
15 Christopher S. Alvarez
16 Daniela G. Contreras
17 Counsel for Defendants, VICEROY IMPROVEMENT
18 LLC, DABELLA EXTERIORS, LLC
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