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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

Raymond Villalovos, an individual, and on behalf of those similarly situated, and on behalf of all aggrieved employees,

Plaintiff,

vs.

Triple Canopy, Inc., a corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 24CV449130
[Unlimited Civil Jurisdiction]

JOINT STIPULATION ON CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

Complaint Filed: October 7, 2024
FAC Filed: December 10, 2024
SAC Filed: February 28, 2025

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RECITALS

This Joint Stipulation re: Class Action and Representative Action Settlement ("Settlement" or "Agreement" or "Settlement Agreement") is made by and between Plaintiff RAYMOND VILLALOVOS ("Plaintiff"), individually and on behalf of the Settlement Class, on the one hand; and Defendant TRIPLE CANOPY, INC. ("Defendant" or "Triple Canopy") on the other hand, in the current lawsuit entitled *Raymond Villalovos v. Triple Canopy, Inc., et al.*, filed in Santa Clara County Superior Court, Case No. 24CV449130. Plaintiff and Defendant shall be, at times, collectively referred to as the "Parties". This Agreement is intended by the Parties to fully, finally, and forever resolve the claims pled in the Action and as otherwise set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. "Action" means, *Raymond Villalovos v. Triple Canopy, Inc., et al.*, filed in Santa Clara County Superior Court, Case No. 24CV449130, which was removed to the United States District Court for the Northern District of California and proceeded as Case No. 5:25-CV-00938, before the Parties stipulated to remand it back to Santa Clara County Superior Court for purposes of this settlement.

B. "**Aggrieved Employees**" means all non-exempt, hourly-paid employees of Triple Canopy in California who received wages for hours worked during the PAGA Period on the contract held by Triple Canopy with Pacific Gas & Electric Company ("PG&E").

C. "**Class Counsel**" means, collectively, Aidin D. Ghavimi and Zachary D. Greenberg of Starpoint, LC. The term "Class Counsel" shall be used synonymously with the term "Plaintiff's Counsel."

D. "**Class Period**" means the period from October 7, 2020 through the date the Court grants preliminary approval of the Settlement, or as otherwise outlined in Paragraph 17 of this Agreement.

E. "Class Notice" means and refers to the notice to be sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

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F. "**Court**" means the Superior Court of the State of California for the County of Santa Clara.

G. "**Defendant**" means, Triple Canopy, Inc.

H. **"Effective Date"** is the date on which this Settlement Agreement shall become effective, and when the settlement is considered to be Final. For purposes of this Settlement Agreement, "Effective Date" is: (i) in the event that the Settlement has received Final Approval by the Court, and regardless of whether any timely objections thereto have been filed or withdrawn, then sixty-five (65) calendar days after the Court's issuance of the Final Approval Order without a timely appeal being filed; or, (ii) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval Order without material modification, and the applicable date for seeking further appellate review has passed without further appellate review being sought.

I. "**Employer Taxes**" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required to be paid to federal and state tax authorities as a result of this Settlement.

J. **"General Release"** means the broader release of claims by Plaintiff, which is in addition to Plaintiff's limited release of claims as a Participating Class Member.

K. "**Gross Settlement Amount**" means a non-reversionary fund in the sum of Four Hundred Ninety-Five Dollars and Zero Cents ($495,000.00),[1] which shall be paid by Defendant, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount. Defendant shall not be

[1] Unless increased in accordance with Paragraph 17, below.

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obligated to pay any other sums in conjunction with this Settlement except as set forth herein.

L. "Individual PAGA Payment" means a payment made to an Aggrieved Employee for his or her share of the PAGA Payment, which may be in addition to his or her Individual Settlement Share if he or she is also a Participating Class Member.

M. "**Individual Settlement Payment**" means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount.

N. "**Individual Settlement Share**" means the gross amount of the Net Settlement Amount that a Participating Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period, which shall be reflected in his or her Class Notice.

O. "**LWDA Payment"** means the payment to the State of California Labor and Workforce Development Agency ("LWDA") for its sixty-five percent (65%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and Zero Cents ($50,000.00) shall be allocated toward PAGA penalties, of which Thirty-Two Thousand Five Hundred Dollars and Zero Cents ($32,500.00) will be paid to the LWDA (*i.e.*, the "LWDA Payment"), and Seventeen Thousand Five Hundred Dollars and Zero Cents ($17,500.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendant as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the "PAGA Payment").

P. "**Net Settlement Amount**" means the portion of the Gross Settlement Amount that is available for distribution to the Participating Class Members after deductions for the Court-approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award of attorneys' fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA Payment, and the PAGA Payment.

Q. "Operative Complaint" or "Complaint" means the Second Amended Complaint filed by Plaintiff in the United States District Court for the Northern District of California in *Raymond Villalovos v. Triple Canopy, Inc.* Case No. 5:25-CV-00938, prior to the Action's remand

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to Santa Clara County Superior Court.

R. **"PAGA Payment"** is the 35% portion of the Fifty Thousand Dollars and Zero Cents ($50,000.00) that is allocated toward PAGA penalties, which equates to Seventeen Thousand Five Hundred Dollars and Zero Cents ($17,500.00), and which will be paid to Aggrieved Employees on a *pro rata* basis based on the pay periods in which the Aggrieved Employees had hours worked as non-exempt, hourly-paid employees of Defendant in California in the PAGA Period, which would be in addition to their Individual Settlement Payment if they are Participating Class Members.

S. "**PAGA Period**" means the period from October 7, 2023 through the end of the Class Period.

T. "**Participating Class Members**" means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

U. **"Participating Individual Settlement Share"** means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks in which he or she received wages for hours worked as a Settlement Class Member during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

V. "**Plaintiff**," **"Named Plaintiff" or "Class Representative"** shall refer to plaintiff Raymond Villalovos.

W. "**Preliminary Approval Date**" means the date on which the Court enters an Order granting preliminary approval of the Settlement.

X. "**Released Parties**" shall mean Defendant and its past, present, and future respective subsidiaries, dba's, affiliates, parents (including, without limitation, Constellis, LLC), insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Y. "**Response Deadline**" means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,

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which is sixty (60) calendar days from the date that the Class Notice is first mailed by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Objections, or Workweek Dispute. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was submitted by the Response Deadline.

Z. "**Request for Exclusion**" means a written request to be excluded from the Settlement Class pursuant to Paragraph 9(C) below.

AA. **"Service Award"** means a monetary amount of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff for services related to this litigation, including filing the Complaint which, subject to Court approval, will be paid out of the Gross Settlement Amount.

BB. **"Settlement Administration Costs"** means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, the distribution of the Class Notice, calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA Payments, and Participating Individual Settlement Shares, as well as processing associated taxes and withholdings, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed $8,000.00.

CC. "**Settlement Administrator**" means the Third-Party Administrator mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, the distribution of the Class Notice, the distribution of the Individual Settlement

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Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

DD. "**Settlement Class**" or "**Settlement Class Members**" means all current and former non-exempt, hourly-paid employees who worked in California for Triple Canopy on the contract held by Triple Canopy with PG&E at any time during the Class Period, but excludes all current or former employees who are represented by counsel and have formally or informally through counsel asserted any legal claims of the same nature as Plaintiff through the end of the Class Period.

EE. "**Workweeks**" means the number of weeks that a Settlement Class Member or Aggrieved Employee (as applicable) was both employed by Defendant and was paid wages for hours worked in a non-exempt, hourly position during the Class Period or PAGA Period (as applicable) in California on Defendant's contract with PG&E, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. BACKGROUND

A. On September 13, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 alleging various Labor Code violations with respect to his employment and other employees of Defendant (the "PAGA Notice").

B. On October 7, 2024, Plaintiff filed a putative wage-and-hour class action alleging that during the Class Period, Defendant, as it pertains to Class Members: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to timely pay wages during employment; (4) failed to timely pay wages upon termination; (5) failed to provide meal periods; (6) failed to provide rest periods; (7) failed to provide accurate wage statements; (8) failed to indemnify for business expenses; (9) engaged in unfair competition; and (10) failed to maintain and permit the inspection of employment records.

C. On December 10, 2024, after sixty-five (65) days had passed since Plaintiff filed the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff filed a First Amended Class and Representative Action Complaint ("First Amended Complaint"), adding a claim seeking PAGA civil penalties against Defendant for the Labor Code violations alleged in the PAGA Notice.

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D. On January 29, 2025, Defendant removed the Action to the United States District Court for the Northern District of California pursuant to the Class Action Fairness Act.

E. On February 28, 2025, Plaintiff filed a Second Amended Class and Representative Action Complaint ("Second Amended Complaint") whereby Plaintiff removed his claims for failure to timely pay wages during employment and failure to maintain and permit the inspection of employment records.

F. Shortly thereafter, the Parties agreed to exchange informal discovery and attend a global mediation, in which Plaintiff was provided with, among other things: (1) time and payroll records for approximately 20% of the Class Members; (2) data points including total number of Class Members, total number of pay periods and workweeks worked by Class Members during the Class Period; (3) relevant documentation reflecting Defendant's policies and procedures; and (4) all personnel records, time records, payroll records and wage statements relating to Plaintiff.

G. On February 23, 2026, the Parties participated in a full-day mediation before Jason Marsili, a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties reached the Settlement to resolve the Action in its entirety. As part and parcel to the Settlement, the Parties agreed to stipulate to remand the Action back to the Santa Clara County Superior Court where the Action was originally filed.

H. Class Counsel has conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and has concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

I. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best

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interest to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against it in the Action and PAGA Notice. However, Defendant nevertheless desires to globally settle all such allegations, claims and causes of action in the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

J. This Agreement is intended to and does effectuate the full, final, and complete resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California and Aggrieved Employees. Plaintiff is also providing a General Release, as that term is defined herein and particularly, in Paragraph 7 of this Settlement Agreement.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

After full execution of this Agreement, Plaintiff will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit "A"**, conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Objections, and Workweek Disputes. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court's Preliminary Approval Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement.

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Not later than five (5) court days prior to the submission of both the motion for preliminary approval of this Settlement Agreement and any motion for final approval to the Court, Class Counsel will submit near-final drafts thereof (including a proposed order) to counsel for Defendant for their review and comment.

6. STATEMENT OF NO ADMISSION

Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the Action as well as the PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted in the Action and the PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way, any claims, rights or remedies, or defenses in the Action and the PAGA Notice, and Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action and the PAGA Notices. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

7. RELEASE OF CLAIMS

a. **Release by All Participating Class Members.**

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release the Released Parties from all claims against Defendant asserted in the Operative Second Amended Complaint in the Action, or any and all claims that may be asserted against Defendant based on the factual allegations in the Operative Second Amended Complaint, as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (1) all claims for failure to pay minimum wages; (2) all claims for failure to pay (or properly pay) overtime wages; (3) all claims for failure to timely pay wages upon termination; (4) all claims for failure to provide meal periods or compensation in lieu thereof; (5) all claims for failure to provide rest periods or compensation in lieu thereof; (6) all claims for failure to issue accurate and compliant

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wage statements; (7) all claims asserting a failure to properly reimburse employees for business-related expenses; (8) all claims asserted under California Business & Professions Code section 17200, *et seq*. arising out of the Labor Code violations referenced in the Second Amended Complaint; and (9) all claims that arise under the facts in the Action and the PAGA Notice, including claims not asserted in the underlying litigation. For the avoidance of doubt, the Parties acknowledge and agree that the above release shall bar to the fullest extent possible claims under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018). (the "Class Released Claims").

b. **PAGA Release by All Aggrieved Employees**

For Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice, and as alleged in the Second Amended Complaint for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, 1198, and 2802 (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be collectively referred to herein as the "Released Claims."

c. **Claims Not Released**

The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

d. **General Release.**

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to the Release provided by Plaintiff in Paragraphs 7.a and 7.b of this Agreement, Plaintiff agrees to additional following General Release: Plaintiff releases the Released Parties from all claims,

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demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of final approval of this Agreement in connection with Plaintiff's employment with Defendant or the termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, he shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> 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.

8. SETTLEMENT ADMINISTRATOR

Plaintiff and Defendant, through their respective counsel, have selected ILYM Class Action Administration Group ("ILYM") to administer the Settlement, which includes but is not limited to distributing the Class Notice, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be and not to exceed $8,000.00, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than $8,000.00, the difference between $8,000.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administrator Costs exceed $8,000.00, the Parties will meet and confer in good faith regarding the cause of the excess. To the extent the excess is not caused by Defendant's wrongdoing, the Parties will seek the Court's approval for the excess to be paid from the Gross Settlement Amount.

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9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS

A. Notice to the Settlement Class Members

(1) Within thirty (30) days after the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member and/or Aggrieved Employee, including his or her: (1) name; (2) last known address(es) currently in Defendant's possession, custody, or control; (3) last known telephone number(s) currently in Defendant's possession, custody, or control; (4) last known Social Security Number(s) in Defendant's possession, custody, or control; (5) the dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member and/or Aggrieved Employee; and (6) the Workweeks for each Settlement Class Member for the Class Period and Workweeks for each Aggrieved Employee for the PAGA Period, respectively (hereafter, the "Class List"). The final Class List will be designated as Highly Confidential, Attorneys' Eyes Only, pursuant to the Court-approved Stipulated Protective Order that will be filed by the Parties prior to the Parties obtaining Preliminary Approval, and provided by Defendant to the Settlement Administrator after the Settlement Administrator signs and returns to Defendant's Counsel the Acknowledgment and Agreement to be Bound attached as Exhibit A to such Protective Order. The final Class List shall be used only by the Settlement Administrator and only for purposes of administering the Settlement and shall not be provided to Class Counsel, and nothing in this Settlement Agreement limits the use of it for that purpose. The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days, or soon thereafter, of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member and/or other records pertaining to its administration of the Settlement (including, without limitation,

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records pertaining to Class Member queries, requests for exclusions, opt-outs, Workweek disputes, and undeliverable mailing), for at least four (4) years from the Final Approval Date.

(2) The proposed Class Notice will include verbiage jointly agreed to by the Parties and will set forth:

(a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, as applicable, and the basis for each, including the number of Workweeks attributed to him or her;

(b) the information required by California Rule of Court, rule 3.766, subdivision (d);

(c) the material terms of the Settlement;

(d) the proposed Settlement Administration Costs;

(e) the definition of the Settlement Class;

(f) a statement that the Court has preliminarily approved the Settlement;

(g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;

(h) information regarding opt-out, objection and dispute procedures;

(i) the date and location of the Final Approval Hearing;

(j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data; and

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(k) the amount of attorneys' fees requested for Class Counsel's litigation and resolution of the Action, and Class Counsel's expenses and legal costs incurred in connection with the Action.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator, if any.

B. Objections.

Only Participating Class Members may object to the Class Settlement; neither Participating Class Members nor PAGA Aggrieved Employees may object to the PAGA settlement. In order for any Settlement Class Member to object to this Class Settlement, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address provided on the Class Notice, with such objection postmarked no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. To be valid, the Objection must be timely submitted and must set forth the following in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval

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Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to the Class Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively determined according to the records of the Settlement Administrator. Settlement Class Members need not object in writing to be heard at the Final Approval Hearing; they may object or comment in person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

C. Requesting Exclusion.

Any Settlement Class Member may request exclusion from (*i.e.*, to "opt out" of) the Class Settlement by mailing a written request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a Request for Exclusion must be timely submitted and must include the following in writing: (1) the Class Member's name; (2) the Class Member's Social Security Number; (3) the Class Member's signature; and (4) a statement that the Class Member seeks to be excluded from the Settlement Class using the same or any other language standing for the proposition the Class Member seeks to be excluded from the Settlement Class: "Please exclude me from the Settlement Class in the *Raymond Villalovos v. Triple Canopy, et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement." The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who timely and properly requests exclusion from the Settlement Class using this procedure will not be entitled to receive any Individual Settlement Share from the Settlement and will not be bound by the Settlement Agreement or have any right to object

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to, appeal, or comment on the Settlement as it relates to the Class Settlement and Class Released Claims. Any Settlement Class Member who does not opt out of the Settlement Class by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Class Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Class Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an Objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit a valid Request for Exclusion from the Settlement Class will still be deemed to be Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data.

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her with respect to the Individual Settlement Share on his or her Class Notice ("Workweek Dispute"). Any such disputes must be in writing and mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. To be valid, a Workweek Dispute must be timely submitted and must include the following in writing: (1) the Class Member's name, current mailing address, telephone number, the last four digits of his/her social security number, and his/her signature; (2) a statement indicating that the Class Member seeks to dispute the number of Workweeks credited to him or her, the time period(s) he or she worked for Defendant on the PG&E contract during the Class Period, and the number of Workweeks that he or she contends should be credited to him or her; and (3) documentation and/or other facts supporting the Class Member's position. The Settlement Administrator shall immediately provide copies of all Workweek Disputes (if any) to Class Counsel and counsel for Defendant. In response to any timely Workweek Dispute, Defendant will first verify the information contained in the disputing Class Member's personnel file and Defendant's payroll records. Unless the Class Member can establish that the number of Workweeks credited to him or her is incorrect, by providing documentation in support thereof or other details to substantiate his or her position, the total number of Workweeks

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established by Defendant's records will control. Class Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally before the Final Approval Hearing. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator before the Final Approval Hearing, who shall examine the records provided by the Defendant and the Class Member and shall be the final arbiter of disputes relating to a Class Member's Workweeks. The Settlement Administrator's determination regarding any such dispute shall be final for purposes of administering notice of the Settlement, subject to final review, determination, and approval by the Court.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods with hours worked during the PAGA Period (hereafter, "Pay Period" or "Pay Periods"). Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Total Number of Workweeks

The Total Number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"), shall be determined from Defendant's records and shall be provided on the Class List provided by Defendant. Additionally, the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks"), shall be determined from Defendant's records and shall be provided on the Class List provided by Defendant.

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B. To determine each Participating Class Member's Participating Individual Class Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Total Participating Class Member Workweeks") and use the following formula:[2]

> Individual Settlement Share = (Individual Participating Class Member's Workweeks + one additional Workweek for each Participating Class Member who is a former employee of Defendant) ÷ (Total Participating Class Member Workweeks + one additional workweek for each Participating Class Members who is a former employee of Defendant)) × Net Settlement Amount.

C. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula:

> Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Pay Periods ÷ Total Aggrieved Employee Pay Periods) x $17,500.00

D. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment as applicable. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. In the event that any checks mailed

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[2] While former employees are provided one additional Workweek to account for the resolution of claims pertaining to Lab. Code. §§ 201-203, such additional Workweeks are not considered as part of the workweek count for purposes of Paragraph 17 of this Agreement.

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to Participating Class Members and/or Aggrieved Employees are not cashed, deposited, or otherwise negotiated within the 180-day period, then the checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order. Thus, there shall be no "Unpaid Residue" subject to the requirements of California Code of Civil Procedure section 384. To the extent the Court rejects this method of processing uncashed checks, the Parties agree that this provision is not a material term of this Settlement Agreement and will mutually decide upon a different procedure for handling uncashed checks for the Court's approval, without requiring an amendment to the Settlement Agreement.

B. Funding of Settlement.

Within ten (10) business days following the occurrence of the Effective Date of the Settlement as defined above, Defendant shall remit payment of the Gross Settlement Amount and Employer Taxes (as that term is defined herein) to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court's Orders and subject to the conditions described herein.

C. Time for Distribution.

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as approved by the Court; (3) the Settlement Administrator Costs, as approved the Court; (4) the LWDA Payment, as approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys' fees of up to 35% of the Gross Settlement Amount, which amounts to One Hundred and Seventy-Three

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Thousand Two Hundred Fifty Dollars and Zero Cents ($173,250.00). Class Counsel shall further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony currently estimated at eighteen thousand Dollars and zero cents ($18,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work, unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall become a part of the Net Settlement Amount for distribution to Participating Class Members, and any such lesser award shall not be grounds for Plaintiff and/or Class Counsel to terminate the Settlement.

13. SERVICE AWARD TO PLAINTIFF

Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) for participation in and assistance with the Action. Any Service Award awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported to Plaintiff on an IRS Form 1099. If the Court approves the Service Award to Plaintiff in less than the amount sought herein, then the unapproved portion(s) shall become a part of the Net Settlement Amount for distribution to Participating Class Members, and any such lesser award shall not be grounds for Plaintiff and/or Class Counsel to terminate the Settlement.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be

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reported on an IRS Form W2) and 80% to statutory penalties, non-wage damages and interest, with such non-wage portions to be reported on an IRS Form 1099. Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that prior to distribution, each Individual Settlement Share due to a Participating Class Member will be subject to reduction for required employee-side payroll taxes, contributions and withholdings with respect to the wage portion of the Individual Settlement Share. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be timely and correctly prepared and distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

c. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. Settlement Class Members and Aggrieved Employees will be responsible for correctly characterizing the compensation that they receive pursuant to the Form 1099 and for payment of any taxes owing on said amount(s).

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION AND LWDA APPROVAL

The Parties agree to allocate Fifty Thousand Dollars and Zero Cents ($50,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA ($32,500.00) will be paid to the LWDA and thirty-five percent (35%) ($17,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

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Concurrently with the filing of the motion for preliminary approval of the settlement under this Agreement, Plaintiff and his counsel will comply with all requirements under PAGA to give notice and make submissions regarding the proposed settlement to the LWDA, and promptly provide written evidence thereof to Defendant's counsel.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. If the Court declines to approve the Settlement, the Parties will work in good faith efforts to address the Court's concerns so long as they do not require a material change that one or more Parties are unwilling to agree to. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement, except as otherwise set forth herein. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. CLASS SIZE ESTIMATE

If the number of workweeks for Class Members in the Class Period exceeds 11,540 Workweeks by more than 10%, Defendant shall have one of two options, at its sole election: (1) Defendant shall increase the Gross Settlement Amount proportionally for the number of additional Workweeks over 110% of 11,540 Workweeks; or (2) to end the Class Period on the date before the total number of Workweeks exceed 110% of 11,540 Workweeks.

18. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR EXCLUSION

Defendant shall retain the right to rescind and terminate the Agreement in the event that more than ten percent (10%) of Class Members submit timely and valid Requests for Exclusion.

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Should the 10% threshold for opt outs be exceeded, the Settlement Administrator shall notify lead counsel for all Parties via email immediately, and Defendant must provide written notice to Class Counsel of its intention within ten (10) calendar days of receiving sufficient information to determine that the opt out rate exceeds 10%. If Defendant exercises this right, it shall be solely responsible for the costs incurred for settlement administration up to the date of nullification.

19. CONFIDENTIALITY

Except as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by the Parties of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Class Counsel in the Action related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys fees and costs, enhancements and the other relief set forth in this Settlement Agreement, or to communications between Class Counsel and Plaintiff or Settlement Class Members. Class Counsel may otherwise state only that the Action has been settled on terms mutually agreeable to the Parties. The Parties understand and agree that there may be media coverage of the settlement of the Action not initiated by Plaintiff or Class Counsel, directly or indirectly. It is also agreed and understood that, until the date Plaintiff's Motion for Preliminary Approval is filed with the Court, the Parties and each and every Settlement Class Member, may disclose the settlement to their families, plus their legal, tax, or accounting advisors, insurance companies, or as required by law, regulatory rules or regulatory requirements. Class Counsel may disclose the names of the Parties in the Action, the venues/case numbers, and settlement details available in the public record, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement.

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20. SETTLEMENT WEBSITE

The Parties agree that the Settlement Administrator may use U.S. mail to provide notice and information about the settlement to Settlement Class Members. The Settlement Administrator may use its own website to provide notice and information about the Settlement. Reference to this Settlement on the Settlement Administrator's website must be taken down within 45 days after the date the Settlement Administrator must remit any unclaimed funds to the State, as set forth in Paragraph 11.A of this Agreement. No information about the Action or the Settlement may be posted on Class Counsel's websites or their social media without Defendant's prior written consent, except as expressly set forth in this Agreement.

21. MISCELLANEOUS PROVISIONS

A. Interpretation of the Agreement, Governing Law.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Santa Clara, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and each of them, participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other. The Agreement may be modified only by a writing signed by counsel for the Parties and approved by the Court.

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B. Further Cooperation.

The Parties and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they will not take any action inconsistent with this Agreement, including, without limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds that any Party has taken actions inconsistent with the Settlement, including, without limitation, encouraging Class Members to opt out of the Settlement, the Court may take any corrective actions, including enjoining any Party from communicating regarding the Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or objections.

Further, if the Court declines to approve the settlement, the Parties will work in good faith efforts to address the Court's concerns. If the concerns require a material change that one or more Parties are unwilling to agree to, or if after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement the Court declines to approve the Settlement, the entire Settlement Agreement is deemed void and unenforceable as if no Settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

C. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, including via DocuSign, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

D. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the Party for whom or which that individual signs.

D. Binding On Assigns.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

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F. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

H. Severability.

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

IT IS SO AGREED.

Dated: 07/22/2026, 2026

RAY VILLALOVOS (Jul 22, 2026 22:02:06 PDT)

RAYMOND VILLALOVOS
Plaintiff and Class Representative

Dated: July 13, 2026 | 1:47 PM EDT, 2026

Signed by:
Katherine F. McKenzie-Veal
946F28A485E84D2...

TRIPLE CANOPY, INC.
Defendant

By: Katherine F. McKenzie-Veal

Its: VP, Legal - Deputy General Counsel

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AGREED AS TO FORM:

Dated: July 22, 2026

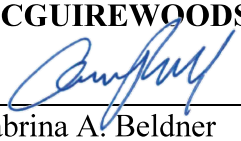
STARPOINT, LC



Aidin D. Ghavimi
Zachary D. Greenberg
Attorneys for Plaintiff
RAYMOND VILLALOVOS

Dated: July 13, 2026

MCGUIREWOODS LLP



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