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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

IRAJ GHAZANFARI., an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

TRESICAL, INC, a Michigan corporation; and  
DOES 1 through 100, inclusive,

Defendants.

CASE NO: 24CV449104

Related to PAGA action no: 24CV452388

[Assigned for all purposes to Honorable  
Charles F. Adams in Dept. 7]

**CLASS AND PAGA SETTLEMENT  
AGREEMENT**

Action Filed: 10/8/2024

Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Iraj Ghazanfari (“Plaintiff”) and defendant Trescal, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party”.

## **1. DEFINITIONS**

1.1. “Action” means (a) Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Iraj Ghazanfari v. Trescal, Inc., et al.*, Case No. 24CV449104, initiated on October 8, 2024, and pending in Superior Court of the State of California, County of Santa Clara and (b) Plaintiff’s lawsuit alleging PAGA violations against Defendant, captioned *Iraj Ghazanfari v. Trescal, Inc., et al.*, Case No. 24CV452388, initiated on November 19, 2024.

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

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

1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.5. “Class” means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period.

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

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

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of

employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

1.12. “Class Period” means the period from October 8, 2020, to November 6, 2025.

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

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

1.15. “Court” means the Superior Court of California, County of Santa Clara.

1.16. “Defendant” means named defendant Trescal, Inc.

1.17. “Defense Counsel” means Ron S. Brand, Esq., of FISHER & PHILLIPS LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval  
2 of the Settlement.

3 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final  
4 Approval.

5 1.22. “Gross Settlement Amount” means \$735,000.00 (Seven Hundred Thirty Five Thousand  
6 Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement,  
7 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the  
8 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to  
9 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class  
10 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and  
11 Administrator’s Expenses.

12 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the  
13 Net Settlement Amount calculated according to the number of Workweeks worked during the  
14 Class Period.

15 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of  
16 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA  
17 Period.

18 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

19 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency  
20 entitled, under Labor Code section 2699, subd. (i).

21 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
22 under Labor Code section 2699, subd. (i).

23 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
24 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
25 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
26 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be  
27 paid to Participating Class Members as Individual Class Payments.

28 1.29. “Non-Participating Class Member” means any Class Member who opts out of the

1 Settlement by sending the Administrator a valid and timely Request for Exclusion.

2 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked  
3 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as  
4 applicable), and termination dates (as applicable).

5 1.31. “PAGA Period” means the period from September 11, 2023 through the end of the Class  
6 Period.

7 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

8 1.33. “PAGA Notice” means plaintiff’s September 11, 2024 letter to Defendant and the LWDA,  
9 providing notice pursuant to Labor Code section 2699.3 subd. (a).

10 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
11 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$18,375.00) and the 75%  
12 to the LWDA (\$55,125.00) in settlement of PAGA claims.

13 1.35. “Participating Class Member” means a Class Member who does not submit a valid and  
14 timely Request for Exclusion from the Settlement.

15 1.36. “Plaintiff” means Iraj Ghazanfari the named plaintiff in the Action.

16 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
17 Settlement.

18 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval  
19 and Approval of PAGA Settlement.

20 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2  
21 below.

22 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4  
23 below.

24 1.41. “Released Parties” means: Defendant, and each of its former, present and future owners,  
25 parents, and subsidiaries, and all of their current, former, and future officers, directors, members,  
26 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,  
27 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

28 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be

excluded from the Class Settlement signed by the Class Member.

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

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

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

## **2. RECITALS**

2.1. On October 8, 2024, Plaintiff began this Action by filing a complaint against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; and unfair competition (“Class Action”).

2.2. On September 11, 2024, Plaintiff submitted a notice to Defendant and the Labor and Workforce Development Agency pursuant to Labor Code section 2699.3, subdivision (a) (“PAGA Notice”).

2.3. On November 19, 2024, Plaintiff filed a separate complaint against Defendant in the Santa Clara County Superior Court, Case No. 24CV452388, seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA Action”). On December 18, 2024, Defendant filed a Notice of Related Case in the Action. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 100% of Class Members through mediation; (b) a class list of hire dates, termination dates, and rates of pay for all Class Members; (c) wage and hour policy documents; (d) contact

1 information for 180 Class Members; and (e) all documents pertaining to Plaintiff available to  
2 Defendant.

3 2.5. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in  
4 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*  
5 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

6 2.6. On November 6, 2025, the Parties participated in an all-day mediation presided over by  
7 Mr. Marc Feder. The mediation was successful, and the Parties agreed to globally resolve all  
8 class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to  
9 Plaintiff's filing of a First Amended Complaint in the Class Action, adding all allegations brought  
10 in the PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby  
11 effectively consolidating the two actions for purposes of Settlement (hereinafter, the "Action").  
12 The First Amended Complaint is the operative complaint in the Action ("Operative Complaint").

13 2.7. The Court has not granted class certification.

14 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any  
15 other pending matter or action asserting claims that will be extinguished or affected by the  
16 Settlement.

### 17 **3. MONETARY TERMS**

18 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,  
19 Defendant promises to pay \$735,000.00 as the Gross Settlement Amount, unless increased  
20 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll  
21 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation  
22 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in  
23 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement  
24 Amount without asking or requiring Participating Class Members or Aggrieved Employees to  
25 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert  
26 to Defendant.

27 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct  
28 the following payments from the Gross Settlement Amount, in the amounts specified by the Court

1 in the Final Approval:

2 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than  
3 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA  
4 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will  
5 not oppose Plaintiff's request for a Class Representative Service Payment that does not  
6 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class  
7 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class  
8 Representative Service Payments prior to the Final Approval Hearing. If the Court  
9 approves a Class Representative Service Payment less than the amount requested, the  
10 Administrator will retain the remainder in the Net Settlement Amount. The  
11 Administrator will pay the Class Representative Service Payment using IRS Form 1099.  
12 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
13 Representative Service Payment, and will defend, indemnify, and hold harmless the  
14 Released Parties from any and all tax liabilities that may be assessed against them as a  
15 result of the Class Representative Service Payment to Plaintiff.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% (thirty  
17 five) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph  
18 8.1 of this Agreement, is currently estimated to be \$257,250.00 and a Class Counsel  
19 Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose  
20 requests for these payments provided that do not exceed these amounts. Plaintiff and/or  
21 Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class  
22 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves  
23 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less  
24 than the amounts requested, the Administrator will allocate the remainder to the Net  
25 Settlement Amount. Released Parties shall have no liability to Class Counsel or any  
26 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee  
27 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will  
28 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one

1 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes  
2 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses  
3 Payment and holds the Released Parties harmless, and indemnifies the Released Parties,  
4 from any dispute or controversy regarding any division or sharing of any of these  
5 Payments. There will be no additional charge of any kind to either the Settlement Class  
6 Members or request for additional consideration from Defendant for such work unless,  
7 Defendant materially breaches this Agreement, including any term regarding funding,  
8 and further efforts are necessary from Class Counsel to remedy said breach, including,  
9 without limitation, moving the Court to enforce the Agreement. Should the Court  
10 approve attorneys' fees and/or litigation costs and expenses in amounts that are less than  
11 the amounts provided for herein, then the unapproved portion(s) shall be a part of the  
12 Net Settlement Amount.

13 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
14 \$7,500.00 except for a showing of good cause and as approved by the Court. To the  
15 extent the Administration Expenses are less or the Court approves payment less than  
16 \$7,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

17 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated  
18 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
19 by all Participating Class Members during the Class Period and (b) multiplying the result  
20 by each Participating Class Member's Workweeks.

21 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
22 Class Member's Individual Class Payment will be allocated to settlement of  
23 wage claims (the "Wage Portion"). The Wage Portions are subject to tax  
24 withholding and will be reported on an IRS W-2 Form. The 80% of each  
25 Participating Class Member's Individual Class Payment will be allocated to  
26 settlement of claims for interest and penalties (the "Non-Wage Portion"). The  
27 Non-Wage Portions are not subject to wage withholdings and will be reported  
28 on IRS 1099 Forms. Participating Class Members assume full responsibility

and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$73,500.00 to be paid from the Gross Settlement Amount, with 75% (\$55,125.00) allocated to the LWDA PAGA Payment and 25% (\$18,375.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$18,375.00 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 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimate there are 181 Class Members who collectively worked a total of 16,697 Workweeks, and 129 Aggrieved Employees who worked a total of 3,823 PAGA Pay Periods.

4.2. Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the

1 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
2 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes  
3 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator  
4 employees who need access to the Class Data to effect and perform under this Agreement.  
5 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class  
6 Data omitted class member identifying information and to provide corrected or updated Class  
7 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant  
8 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously  
9 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or  
10 omitted Class Data.

11 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
12 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by  
13 transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within seven (7) days after Defendant  
15 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class  
16 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration  
17 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
18 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel  
19 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative  
20 Service Payment shall not precede disbursement of Individual Class Payments, and the Individual  
21 PAGA Payments.

22 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
23 Individual PAGA Payments and send them to the Class Members via First Class U.S.  
24 Mail, postage prepaid. The face of each check shall prominently state the date (not less  
25 than 180 days after the date of mailing) when the check will be voided. The  
26 Administrator will cancel all checks not cashed by the void date. The Administrator  
27 will send checks for Individual Settlement Payments to all Participating Class Members  
28 (including those for whom Class Notice was returned undelivered). The Administrator

will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose 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 cancelled after one hundred and eighty (180) calendar days after the date of their issuance, the Administrator shall transmit the funds represented to the California Controller's Unclaimed Property Fund in the name of the Class Member.

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

## **5. RELEASE OF CLAIMS**

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all

1 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,  
2 Class Members, and Class Counsel will release claims against all Released Parties as follows:

3 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,  
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
5 and discharge Released Parties from all claims, transactions, or occurrences, including, but not  
6 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts  
7 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could  
8 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA  
9 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to  
10 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability  
11 benefits, social security benefits, workers' compensation benefits that arose at any time, or based  
12 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts  
13 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to  
14 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all  
15 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

16 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
17 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the  
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,  
19 which reads:

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

24 5.2. Release by Participating Class Members: For the duration of the Class Period, all  
25 Participating Class Members, on behalf of themselves and their respective former and present  
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the  
27 Released Parties from all claims that were alleged, or reasonably could have been alleged, based  
28 on the facts stated in the Operative Complaint.

1 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not  
2 release any other claims, including claims for vested benefits, wrongful termination, violation of  
3 the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
4 workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved  
6 Employees are deemed to release, on behalf of themselves and their respective former and present  
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been  
9 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

## 10 **6. MOTION FOR PRELIMINARY APPROVAL**

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

14 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
15 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
16 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the  
17 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor  
18 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and  
19 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from  
20 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting  
21 to its willingness to serve; competency; operative procedures for protecting the security of Class  
22 Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
23 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
24 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
25 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve  
26 and disclosing all facts relevant to any actual or potential conflicts of interest with Class  
27 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to  
28 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA

documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), 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 the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval 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 and conferring, 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 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION**

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

1 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section  
3 468B-1.

4 7.4. Notice to Class Members

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
6 Administrator shall notify Class Counsel that the list has been received and state the  
7 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the  
8 Class Data.

9 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14  
10 days after receiving the Class Data, the Administrator will send to all Class Members  
11 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,  
12 the Class Notice with Spanish translation, substantially in the form attached to this  
13 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the  
14 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable  
15 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)  
16 used to calculate these amounts. Before mailing Class Notices, the Administrator shall  
17 update Class Member addresses using the National Change of Address database.

18 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class  
19 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
20 Notice using any forwarding address provided by the USPS. If the USPS does not  
21 provide a forwarding address, the Administrator shall conduct a Class Member Address  
22 Search, and re-mail the Class Notice to the most current address obtained. The  
23 Administrator has no obligation to make further attempts to locate or send Class Notice  
24 to Class Members whose Class Notice is returned by the USPS a second time.

25 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks  
26 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days  
27 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose  
28 notice is re-mailed. The Administrator will inform the Class Member of the extended

1 deadline with the re-mailed Class Notice.

2 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise  
3 discovers any persons who believe they should have been included in the Class Data  
4 and should have received Class Notice, the Parties will expeditiously meet and confer,  
5 and in good faith, in an effort to agree on whether to include them as Class Members.  
6 If the Parties agree, such persons will be Class Members entitled to the same rights as  
7 other Class Members, and the Administrator will send, via email or overnight delivery,  
8 a Class Notice requiring them to exercise options under this Agreement not later than  
9 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which  
10 ever are later.

11 7.5. Requests for Exclusion (Opt-Outs).

12 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
13 must send the Administrator, by mail, a signed written Request for Exclusion not later  
14 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days  
15 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
16 from a Class Member or his/her representative that reasonably communicates the Class  
17 Member's election to be excluded from the Settlement and includes the Class Member's  
18 name, address and email address or telephone number. To be valid, a Request for  
19 Exclusion must be timely postmarked by the Response Deadline.

20 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
21 fails to contain all the information specified in the Class Notice. The Administrator  
22 shall accept any Request for Exclusion as valid if the Administrator can reasonably  
23 ascertain the identity of the person as a Class Member and the Class Member's desire  
24 to be excluded. The Administrator's determination shall be final and not appealable or  
25 otherwise susceptible to challenge. If the Administrator has reason to question the  
26 authenticity of a Request for Exclusion, the Administrator may demand additional proof  
27 of the Class Member's identity. The Administrator's determination of authenticity shall  
28 be final and not appealable or otherwise susceptible to challenge.

1       7.5.3.       Every Class Member who does not submit a timely and valid Request for  
2       Exclusion is deemed to be a Participating Class Member under this Agreement, entitled  
3       to all benefits and bound by all terms and conditions of the Settlement, including the  
4       Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,  
5       regardless whether the Participating Class Member actually receives the Class Notice  
6       or objects to the Settlement.

7       7.5.4.       Every Class Member who submits a valid and timely Request for Exclusion is a  
8       Non-Participating Class Member and shall not receive an Individual Class Payment or  
9       have the right to object to the class action components of the Settlement. Because future  
10      PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-  
11      Participating Class Members who are Aggrieved Employees are deemed to release the  
12      claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual  
13      PAGA Payment.

14   7.6.   Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after  
15   the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
16   Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods  
17   (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge  
18   the allocation by communicating with the Administrator via mail. The Administrator must  
19   encourage the challenging Class Member to submit supporting documentation. In the absence  
20   of any contrary documentation, the Administrator is entitled to presume that the Workweeks  
21   contained in the Class Notice are correct so long as they are consistent with the Class Data. The  
22   Administrator's determination of each Class Member's allocation of Workweeks and/or Pay  
23   Periods shall be final and not appealable or otherwise susceptible to challenge. The  
24   Administrator shall promptly provide copies of all challenges to calculation of Workweeks  
25   and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination  
26   the challenges.

27   7.7.   Objections to Settlement

28       7.7.1.       Only Participating Class Members may object to the class action components of

the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

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

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

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

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

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

5 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
6 reports to Class Counsel and Defense Counsel that, among other things, tally the number  
7 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
8 Exclusion (whether valid or invalid) received, objections received, challenges to  
9 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for  
10 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The  
11 Weekly Reports must include provide the Administrator’s assessment of the validity of  
12 Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
13 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  
16 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The  
17 Administrator’s decision shall be final and not appealable or otherwise susceptible to  
18 challenge.

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

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  
3       Class Counsel and Defense Counsel with a final report detailing its disbursements by  
4       employee identification number only of all payments made under this Agreement. At  
5       least 7 days before any deadline set by the Court, the Administrator will prepare, and  
6       submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
7       Court attesting to its disbursement of all payments required under this Agreement. Class  
8       Counsel is responsible for filing the Administrator's declaration in Court.

9               **8.       CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

10       Based on its records, Defendant estimates that, as of November 6, 2025, (1) there were  
11       181 Class Members and 16,697 Total Workweeks during the Class Period and (2) there were 129  
12       Aggrieved Employees who worked 3,823 Pay Periods during the PAGA Period.

13       8.1.     Increase in Workweeks. Defendant represents that, to the best of its knowledge, there are  
14       no more than 16,697 Workweeks worked during the Class Period. In the event the number of  
15       Workweeks worked by Class Members during the Class Period increases by more than 10%, or  
16       1,670 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the  
17       Workweeks in excess of 18,367 Workweeks multiplied by the Workweek Value. The Workweek  
18       Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount  
19       (\$735,000.00) by 16,697, which amounts to a Workweek Value of \$44.01. Thus, for example,  
20       should there be 20,000 Workweeks in the Class Period, then the Gross Settlement Amount shall  
21       be increased by \$71,868.33 ((20,000 Workweeks – 18,367 Workweeks) x \$44.01 per  
22       Workweek).

23               **9.       MOTION FOR FINAL APPROVAL**

24       Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for  
25       final approval of the Settlement that includes a request for approval of the PAGA settlement  
26       under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed  
27       Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts  
28       of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class

Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect  
2 the amount of the Net Settlement Amount.

3 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
5 modification of this Agreement (including, but not limited to, the scope of release to be granted  
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
9 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
10 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
11 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
12 as long as the Gross Settlement Amount remains unchanged

### 13 **10. AMENDED JUDGMENT**

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

### 16 **11. ADDITIONAL PROVISIONS**

17 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
18 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
19 Nothing in this Agreement is intended or should be construed as an admission by Defendant that  
20 any of the allegations in the Action or PAGA Notice have merit or that Defendant have any  
21 liability for any claims asserted; nor should it be intended or construed as an admission by  
22 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class  
23 certification and representative treatment is for purposes of this Settlement only. If, for any  
24 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant  
25 reserves the right to contest certification of any class for any reasons, and Defendant reserves all  
26 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class  
27 certification on any grounds available and to contest Defendant's defenses. The Settlement, this  
28 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, Defendant 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 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

1 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this  
5 Agreement including any amendments to this Agreement.

6 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
8 Settlement Agreement, submitting supplemental evidence and supplementing points and  
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
10 or content of any document necessary to implement the Settlement, or on any modification of the  
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
12 assistance of a mediator and/or the Court for resolution.

13 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
16 action, or right released and discharged by the Party in this Settlement.

17 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
20 Part 10, as amended) or otherwise.

21 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
22 modified, changed, or waived only by an express written instrument signed or agreed to by all  
23 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly  
24 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any  
25 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any  
26 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on  
27 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of  
28 the use of signatures previously provided by the Parties.

1 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
2 the benefit of, the successors of each of the Parties.

3 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
4 governed by and interpreted according to the internal laws of the state of California, without  
5 regard to conflict of law principles.

6 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
7 this Agreement. This Agreement will not be construed against any Party on the basis that the  
8 Party was the drafter or participated in the drafting

9 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
10 during Action and in this Agreement relating to the confidentiality of information shall survive  
11 the execution of this Agreement

12 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Evidence Code  
13 section 1152, and all copies and summaries of the Class Data provided to Class Counsel by  
14 Defendant in connection with the mediation, other settlement negotiations, or in connection with  
15 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may  
16 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

17 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
18 inserted for convenience of reference only and does not constitute a part of this Agreement.

19 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall  
20 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
21 weekend or federal legal holiday, such date or deadline shall be on the first business day  
22 thereafter.

23 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
24 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall  
25 be accepted as an original. All executed counterparts and each of them will be deemed to be one  
26 and the same instrument if counsel for the Parties will exchange between themselves signed  
27 counterparts. Any executed counterpart will be admissible in evidence to prove the existence  
28 and contents of this Agreement.

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

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way 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:**

*Iraj Ghazanfari*

07/08/2026

Plaintiff IRAJ GHAZANFARI

*A de Vandiere*

07/28/2026

Aymar de Vandiere, President  
For TRESICAL, INC.