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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ADRIAN ZAMORANO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ECOLIFE TECHNOLOGIES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV24603

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement,” or “Settlement,” or “Agreement”) is made by and between Plaintiff Adrian Zamorano (“Plaintiff”) and Defendant EcoLife Technologies, Inc. (“EcoLife Technologies” or “Defendant”) (Plaintiff and Defendant collectively “Parties,” and individually “Party”).

1. DEFINITIONS.

- 1.0. “Action” means the action entitled *Adrian Zamorano v. EcoLife Technologies, Inc.*, Superior Court of the State of California, County of Los Angeles, Case Number 24STCV24603.
- 1.1. “Administrator” means APEX Class Action, LLC, the neutral entity the Parties have designated to administer the Settlement.
- 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$6,000.00.
- 1.3. “Aggrieved Employees” means all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time from September 2, 2023, through March 26, 2025.
- 1.4. “Class” means all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time from September 23, 2020, through March 26, 2025.
- 1.5. “Class Counsel” means Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.
- 1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed \$66,666.67 or one-third of the Gross Settlement Amount, whichever is greater.
- 1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$20,000.00.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, last-known telephone number, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “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 tracing, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement Agreement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 23, 2020, through March 26, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the Action, Adrian Zamorano.
- 1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for his service in support of the Action and General Release, not to exceed \$7,500.00.
- 1.15. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.16. “Defendant” means the named Defendant in the Action, Ecolife Technologies, Inc.
- 1.17. “Defense Counsel” means Yongyuan Li of YK Law LLP.
- 1.18. “Effective Date” means the date both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a

timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

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

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

1.22. “Gross Settlement Amount” means \$200,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

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

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to Labor Code section 2699(i) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

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

1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i).

1.27. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service

Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.29. "Objection" means a Participating Class Member's written or verbal objection to a term of, or the terms of, the Settlement.

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

1.31. "PAGA Period" means the period from September 2, 2023, through March 26, 2025.

1.32. "PAGA" means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.33. "PAGA Notice" means Plaintiff Adrian Zamorano's September 2, 2024 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed \$10,000.00.

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

1.36. "Plaintiff" means the named Plaintiff in the Action, Adrian Zamorano.

1.37. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Released Class Claims" means the claims released as described in Paragraph 5.1.

1.39. "Released PAGA Claims" means the claims released as described in Paragraph 5.2.

1.40. "Released Parties" means Defendant, together with its affiliates, shareholders, parents, officers, directors, employees, owners, and agents.

1.41. "Response Deadline" means sixty (60) calendar days from the date the Administrator mails the Class Notice to the Class and shall be the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom Class Notices are resent after having been

1 returned undeliverable to the Administrator shall have an additional fourteen (14)
2 calendar days beyond the Response Deadline to timely mail a Request for Exclusion or
3 Objection. The Response Deadline may also be extended by express agreement between
4 Class Counsel and Defendant. Under no circumstances, however, will the Administrator
5 have the authority to unilaterally extend the deadline for Class Members to mail a
6 Request for Exclusion or Objection.

7 1.42. "Workweek" means any week in which a Class Member worked for Defendant for at
8 least one day during the Class Period.

9 **2. RECITALS.**

10 2.0. On September 2, 2024, Plaintiff Zamorano submitted to the LWDA, and sent via
11 certified mail to Defendant, a Notice of Labor Code Violations and PAGA Penalties
12 pursuant to Labor Code section 2699.3(a).

13 2.1. On September 23, 2024, Plaintiff Zamorano filed a Class Action Complaint against
14 Defendant, which alleged nine causes of action for violation of Labor Code sections
15 201-204, 226, *et seq.*, 512, 1194, *et seq.*, 1197, 1198, and 2802, and California Business
16 and Professions Code sections 17200, *et seq.*

17 2.2. On November 7, 2024, Plaintiff Zamorano filed a First Amended Class and
18 Representative Action Complaint against Defendant, which alleged an additional cause
19 of action for civil penalties under PAGA.

20 2.3. In or around January 2025, the Parties agreed to attempt to resolve the Action through
21 private mediation.

22 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, in addition to other
23 data and documents, a 25% sample of the time and corresponding payroll records of the
24 Class and Defendant's employee handbooks and policies in effect during the Class
25 Period.

26 2.5. On March 26, 2025, the Parties attended private mediation with experienced neutral,
27 Honorable Carl West (Ret.), and reached a settlement in principle.

1 **3. MONETARY TERMS.**

2 3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below,
3 Defendant will pay \$200,000.00 as the Gross Settlement Amount and any and all
4 employer payroll taxes owed on the Wage Portions of the Individual Class Payments,
5 which shall be paid separately. Except as otherwise expressly provided in this
6 Agreement, in no event shall Defendant's aggregate liability exceed the Gross
7 Settlement Amount and the employer payroll taxes. Defendant has no obligation to pay
8 the Gross Settlement Amount or any payroll taxes prior to the deadline stated in
9 Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross
10 Settlement Amount without asking or requiring Participating Class Members or
11 Aggrieved Employees to submit any claim as a condition of payment. None of the
12 Gross Settlement Amount will revert to Defendant.

13 3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct
14 the following payments from the Gross Settlement Amount, in the amounts specified
15 by the Court in the Final Approval Order:

16 3.1.1. To Plaintiff: A Class Representative Service Payment to the Class
17 Representative of not more than \$7,500.00, in addition to the Individual Class
18 Payment and Individual PAGA Payment the Class Representative is entitled to
19 receive as a Participating Class Member and Aggrieved Employee. Defendant
20 will not oppose Plaintiff's request for a Class Representative Service Payment
21 that does not exceed this amount. Plaintiff and/or Class Counsel will file a
22 Motion supporting the Class Representative Service Payment no later than
23 sixteen (16) court days prior to the Final Approval Hearing. If the Court
24 approves of a Class Representative Service Payment that is less than the amount
25 requested, the Administrator will retain the remainder in the Net Settlement
26 Amount. The Administrator will pay the Class Representative Service Payment
27 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
28 paying any and all applicable taxes on this payment and shall hold Defendant

1 harmless from any claim or liability for taxes, penalties, or interest arising as a
2 result of the payments. Defendant makes no representations as to the tax
3 treatment or legal effect of the payments called for herein, and Plaintiff is not
4 relying on any statement or representation by Defendant or its counsel in this
5 regard.

6 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed \$66,666.67 or
7 one-third of the Gross Settlement Amount, whichever is greater, and a Class
8 Counsel Expenses Payment not to exceed \$20,000.00. Defendant will not
9 oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses
10 Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will
11 file a Motion supporting the Class Counsel Fees and Class Counsel Expenses
12 Payments no later than sixteen (16) court days prior to the Final Approval
13 Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel
14 Expenses Payments that are less than the amounts requested, the Administrator
15 will allocate the remainder to the Net Settlement Amount. Released Parties shall
16 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
17 any claim to any portion of any Class Counsel Fees and/or Class Counsel
18 Expenses Payments. The Administrator will pay the Class Counsel Fees and
19 Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class
20 Counsel shall be solely and legally responsible for paying any and all applicable
21 taxes on the Class Counsel Fees and Class Counsel Expenses Payments and
22 shall indemnify and hold Defendant harmless from any claim or liability for
23 taxes, penalties, or interest arising as a result of such payments. Defendant
24 makes no representations as to the tax treatment or legal effect of the payments
25 called for herein, and Class Counsel is not relying on any statement or
26 representation by Defendant or its counsel in this regard.

27 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
28 \$6,000.00, except for a showing of good cause and as approved by the Court.

1 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
2 Expenses Payment no later than sixteen (16) court days prior to the Final
3 Approval Hearing. If the Court approves of an Administration Expenses
4 Payment that is less than the amount requested, or if the Administration
5 Expense Payment is less than the amount allocated under this Agreement, the
6 Administrator will allocate the remainder to the Net Settlement Amount. To the
7 extent the actual Administration Expenses Payment is greater than \$6,000.00,
8 such excess amount will be taken from the Gross Settlement Amount, subject to
9 the Court's approval.

10 3.1.3.1. To Each Participating Class Member: An Individual Class Payment
11 calculated by (a) dividing the Net Settlement Amount by the total
12 number of Workweeks worked by all Participating Class Members
13 during the Class Period and (b) multiplying the result by each
14 Participating Class Member's Workweeks. Non-Participating Class
15 Members will not receive an Individual Class Payment. The
16 Administrator will retain amounts equal to their Individual Class
17 Payments in the Net Settlement Amount for distribution to Participating
18 Class Members on a pro rata basis.

19 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
20 each Participating Class Member's Individual Class Payment will be
21 allocated to the settlement of claims for wages (the "Wage Portion").
22 The Wage Portions are subject to tax withholding and will be reported
23 on an IRS W-2 Form. Eighty percent (80%) of each Participating Class
24 Member's Individual Class Payment will be allocated to the settlement
25 of claims for interest and penalties (the "Non-Wage Portion"). The Non-
26 Wage Portions are not subject to wage withholdings and will be
27 reported on IRS 1099 Forms. Participating Class Members assume full
28 responsibility and liability for employee taxes owed on their Individual

Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$10,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$6,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$3,500.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties 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.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class

1 Payments and Individual PAGA Payments.

2 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
3 Individual PAGA Payments and send them to the Class Members via First
4 Class U.S. Mail with postage prepaid. Before mailing any checks, the
5 Administrator must update the recipient's mailing addresses using the National
6 Change of Address Database. The face of each check shall prominently state the
7 date when the check will be voided. Each check will be voided 180 days after
8 the date of mailing ("void date"). The Administrator will cancel all checks not
9 cashed by the void date. The Administrator will send checks for Individual
10 Class Payments to all Participating Class Members, including those for whom a
11 Class Notice was returned undelivered. The Administrator will send checks for
12 Individual PAGA Payments to all Aggrieved Employees, including Non-
13 Participating Class Members who qualify as Aggrieved Employees and those
14 for whom a Class Notice was returned undelivered. The Administrator may
15 send Participating Class Members a single check combining the Individual
16 Class Payment and Individual PAGA Payment.

17 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
18 Administrator must re-mail checks to the USPS forwarding address provided or
19 to an address ascertained through the Class Member Address Search for Class
20 Members whose checks are returned undelivered without a USPS forwarding
21 address. Thereafter, the Administrator need not take further steps to deliver
22 checks to Class Members whose re-mailed checks are returned as undelivered.
23 However, the Administrator shall promptly send a replacement check to any
24 Class Member whose original check was lost or misplaced and who requests the
25 replacement prior to the void date.

26 4.1.3. For any Class Member whose Individual Class Payment check or Individual
27 PAGA Payment check is uncashed and cancelled after the void date, or for any
28 Class Member whose envelope is returned and no forwarding address can be

located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b).

4.1.4. 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. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff fully releases and discharges the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, against Defendant, including (i) all claims based on violation of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2699(f)(2), any California Industrial Commission Wage Order, California Code of Regulations, Title 8, Sections 11040, *et seq.*, California Business and Professions Code sections 17200, *et seq.*, and California Code of Civil Procedure section 1021.5; (ii) all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair or unlawful

business practices, and claims for statutory penalties based on the facts or claims alleged in the operative Complaints at any time during the Class Period; and (iii) all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Age Discrimination in Employment Act; California Fair Employment and Housing Act; and the law of contract and tort ("Plaintiff's Release").

5.0.1. Plaintiff understands and assumes the risk that, and it is agreed and understood that, Plaintiff's Release SHALL APPLY TO ALL UNKNOWN AND UNANTICIPATED CLAIMS, AS WELL AS THOSE KNOWN AND ANTICIPATED. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.0.2. Plaintiff's Release excludes the release of claims not permitted by law.

5.1. Release by Participating Class Members: All Participating Class Members fully release and discharge the Released Parties of any and all claims alleged in the operative Complaint and/or any and all claims that could have been alleged in the operative Complaint, including, but not limited to (i) all claims for violation of California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802, and 2699(f)(2), and the California Industrial

Commission Wage Orders, Cal. Code Regs., Title 8, section 11040, *et seq.*, and California Business and Professions Code sections 17200, *et seq.*, and (ii) any and all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, and statutory penalties at any time during the Class Period (collectively, “Released Class Claims”).

5.1.1. The Participating Class Members’ Release excludes the release of claims not permitted by law.

5.2. Release by Aggrieved Employees: All Aggrieved Employees fully release and discharge the Released Parties of any and all PAGA claims alleged in the operative Complaint or PAGA Notice and/or any and all PAGA claims based on the facts stated in the operative Complaint or PAGA Notice, including, but not limited to, (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699(f)(2), and the California Industrial Commission Wage Orders, and (ii) any and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code sections 2698, *et seq.*, including, but not limited to those based on the facts or claims alleged in the operative Complaint or PAGA Notice at any time during the PAGA Period (collectively, “Released PAGA Claims”). The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims.

5.2.1. The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have jointly selected APEX Class Action, LLC

1 to serve as the Administrator and verified that, as a condition of appointment, APEX
2 Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary,
3 all duties specified in this Agreement in exchange for the Administration Expenses
4 Payment. The Parties and their Counsel represent that they have no interest or
5 relationship, financial or otherwise, with the Administrator other than a professional
6 relationship arising out of prior experiences administering settlements.

7 6.1. Class Data. No later than thirty (30) calendar days after the Court grants Preliminary
8 Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the
9 Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members'
10 privacy rights, the Administrator must maintain the Class Data in confidence, use the
11 Class Data only for purposes of the Settlement and for no other purpose, and restrict
12 access to the Class Data to Administrator employees who need access to the Class Data
13 to effect and perform under the Settlement. Defendant has a continuing duty to
14 immediately notify Class Counsel if it discovers the Class Data omitted Class Member
15 identifying information and to provide corrected or updated Class Data as soon as
16 reasonably feasible. Without any extension of the deadline by which Defendant must
17 send the Class Data to the Administrator, the Parties and their counsel will expeditiously
18 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
19 missing or omitted Class Data.

20 6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
21 Class Data, the Administrator shall notify Class Counsel that the list has been received
22 and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
23 Pay Periods in the Class Data.

24 6.3. Notice to Class Members. No later than fourteen (14) calendar days after the Court
25 grants Preliminary Approval of the Settlement, the Administrator will send all Class
26 Members identified in the Class Data, via first-class United States Postal Service
27 ("USPS") mail, the Class Notice in English and Spanish, substantially in the form
28 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall

1 prominently estimate the dollar amounts of any Individual Class Payment and/or
2 Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee,
3 and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
4 Before mailing Class Notices, the Administrator shall update Class Member addresses
5 using the National Change of Address database.

6 6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any
7 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
8 Class Notice using any forwarding address provided by USPS. If USPS does not provide
9 a forwarding address, the Administrator shall conduct a Class Member Address Search
10 and re-mail the Class Notice to the most current address obtained. The Administrator has
11 no obligation to make further attempts to locate or send the Class Notice to Class
12 Members whose Class Notice is returned by USPS a second time.

13 6.4.1. The deadlines for Class Members' Objections, Challenges to the Calculation of
14 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
15 extended an additional fourteen (14) calendar days beyond the sixty (60) calendar
16 days otherwise provided in the Class Notice for all Class Members whose notice
17 is re-mailed. The Administrator will inform the Class Member of the extended
18 deadline with the re-mailed Class Notice.

19 6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are
20 contacted by or otherwise discovers any persons who believe they should have
21 been included in the Class Data and should have received Class Notice, the
22 Parties will expeditiously meet and confer in person or by telephone, and in good
23 faith, to agree on whether to include them as Class Members. If the Parties agree,
24 such persons will be Class Members entitled to the same rights as other Class
25 Members, and the Administrator will send, via email or overnight delivery, a
26 Class Notice requiring them to exercise options under this Agreement no later
27 than fourteen (14) calendar days after receipt of Class Notice, or the deadline
28 dates in the Class Notice, whichever is later.

- 1 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will review on
2 a rolling basis Requests for Exclusion to ascertain their validity and timeliness. No later
3 than five (5) days after the expiration of the deadline for submitting a Request for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
5 containing (a) the names and other identifying information of Class Members who have
6 submitted a valid and timely Request for Exclusion (“Exclusion List”); (b) the names and
7 other identifying information of Class Members who have submitted an invalid Request
8 for Exclusion; and (c) copies of all Requests for Exclusion submitted, whether valid or
9 invalid.
- 10 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
11 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
12 mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
13 invalid) received, Objections received, Challenges to Workweeks, and/or PAGA Pay
14 Periods received and/or resolved, and checks mailed for Individual Class Payments and
15 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
16 of all Requests for Exclusion and objections received.
- 17 6.7. Administrator’s Declaration. No later than seven (7) business days after the Response
18 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
19 declaration suitable for filing in Court attesting to its due diligence and compliance with
20 all of its obligations under this Agreement, including, but not limited to, its mailing of
21 the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
22 Notices, attempts to locate Class Members, the total number of Requests for Exclusion
23 from Settlement it received (both valid or invalid), the total number of Objections to the
24 Settlement it received (both valid or invalid), and the total number of Participating Class
25 Members and Workweeks. The Administrator will supplement its declaration as needed
26 or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
27 Administrator’s declaration(s) in Court.
- 28

- 1 6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after
2 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
3 will provide Class Counsel and Defense Counsel with a final report detailing its
4 disbursements by employee identification number only of all payments made under this
5 Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the
6 Administrator will prepare and submit to Class Counsel and Defendant Counsel a signed
7 declaration suitable for filing in Court attesting to its disbursement of all payments
8 required under this Agreement. Class Counsel is responsible for filing the
9 Administrator's declaration in Court.
- 10 6.9. Employer Identification Number. The Administrator shall have and use its own
11 Employer Identification Number for purposes of calculating payroll tax withholdings and
12 providing reports state and federal tax authorities.
- 13 6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
14 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
15 Regulation § 468B-1.
- 16 6.11. Website, Email Address and Toll-Free Number. The Administrator will establish and
17 maintain and use an internet website to post information of interest to Class Members
18 including the date, time and location for the Final Approval Hearing and copies of the
19 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
20 Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class
21 Counsel Expenses Payment, and Class Representative Service Payments, and Final
22 Approval and Judgment. The Administrator will also maintain and monitor an email
23 address and toll-free telephone number to receive Class Member calls, faxes and emails.
- 24 6.12. Class Members' Options.
- 25 6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have sixty (60)
26 calendar days after the Administrator mails the Class Notice (plus an
27 additional fourteen (14) calendar days for Class Members whose Class Notice
28 is re-mailed) to exclude themselves from the Settlement. A Class Member

1 may exclude himself or herself from the Settlement by sending a Request for
2 Exclusion to the Administrator. The Request for Exclusion must be valid and
3 timely. To be valid, the Request for Exclusion must (1) include the Class
4 Member's full name, address, telephone number, and signature, and a written
5 statement requesting to be excluded from the Settlement; (2) state the case
6 name and number of the Action; and (3) be mailed to the specified physical
7 address of the Administrator on or before the Response Deadline. To be
8 timely, the Request for Exclusion must be postmarked no later than the
9 Response Deadline. The postmark date will be the exclusive means of
10 determining whether a Request for Exclusion has been timely submitted. A
11 Class Member who does not submit a valid and timely Request for Exclusion
12 will be deemed a Participating Class Member and will be bound by all terms
13 of the Settlement if it is granted Final Approval. If a Class Member's Request
14 for Exclusion is timely, but defective as to the requirements listed herein, that
15 Class Member will be allowed to cure the defect(s). The Administrator will
16 mail the Class Member a cure letter within three (3) business days of receiving
17 the defective submission to advise the Class Member that his or her
18 submission is defective and that the defect must be cured to render the
19 Request for Exclusion valid. The Class Member will have until the later of (a)
20 the Response Deadline or (b) fourteen (14) calendar days from the date of the
21 cure letter, whichever date is later, to postmark the revised Request for
22 Exclusion. The Administrator and Class Counsel have the authority to attempt
23 to resolve any Class Member disputes on the validity or timeliness of a
24 Request for Exclusion. However, the Court has the authority to make final
25 decisions consistent with the terms of this Agreement on the validity or
26 timeliness of a Request for Exclusion. The Court's decision shall be final and
27 not appealable or otherwise susceptible to challenge.

28 6.12.1.1. Every Class Member who does not submit a timely and valid
Request for Exclusion is deemed to be a Participating Class Member

1 under this Agreement, entitled to all benefits and bound by all terms and
2 conditions of the Settlement, including the Participating Class Members'
3 Release under Paragraph 5.1 of this Agreement, regardless of whether the
4 Participating Class Member actually receives the Class Notice or objects
5 to the Settlement.

6 6.12.1.2. Every Class Member who submits a valid and timely Request for
7 Exclusion is a Non-Participating Class Member and shall not receive an
8 Individual Class Payment or have the right to object to the class action
9 components of the Settlement. Because future PAGA claims are subject
10 to claim preclusion upon entry of the Judgment, Non-Participating Class
11 Members who are Aggrieved Employees are deemed to release the claims
12 identified in Paragraph 5.2 of this Agreement and are eligible for an
13 Individual PAGA Payment.

14 6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have sixty
15 (60) calendar days after the Administrator mails the Class Notice (plus an
16 additional fourteen (14) calendar days for Class Members whose Class Notice is
17 re-mailed) to challenge the number of Workweeks and PAGA Pay Periods
18 allocated to the Class Member and/or Aggrieved Employee in the Class Notice.
19 A Class Member and/or Aggrieved Employee may challenge the allocation by
20 sending a Challenge to Calculation of Workweeks and/or Pay Periods to the
21 Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods
22 must be timely. To be timely, the Challenge to Calculation of Workweeks and/or
23 Pay Periods must be postmarked no later than the Response Deadline. The
24 postmark date will be the exclusive means of determining whether a Challenge to
25 Calculation of Workweeks and/or Pay Periods has been timely submitted. The
26 Administrator must encourage the challenging Class Member to submit
27 supporting documentation. In the absence of any contrary documentation, the
28 Administrator is entitled to presume that the Workweeks contained in the Class

1 Notice are correct so long as they are consistent with the Class Data. The
2 Administrator shall promptly provide copies of all Challenges to Calculation of
3 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The
4 Administrator, Defense Counsel, and Class Counsel have the authority to attempt
5 to resolve all Class Member challenges over the calculation of Workweeks and/or
6 Pay Periods. However, the Court has the authority to make final decisions
7 consistent with the terms of this Agreement on all Challenges to Calculation of
8 Workweeks and/or Pay Periods. The Court's decision shall be final and not
9 appealable or otherwise susceptible to challenge. All such challenges are to be
10 resolved no later than twenty-one (21) calendar days after the Response Deadline.

11 6.12.3. Objections to Settlement. Each Participating Class Members shall have sixty (60)
12 calendar days after the Administrator mails the Class Notice (plus an additional
13 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed)
14 to object to the class action components of the Settlement and/or this Agreement,
15 including contesting the fairness of the Settlement and/or amounts requested for
16 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
17 and/or Class Representative Service Payment. Only Participating Class Members
18 may send a written Objection to the Administrator. A Participating Class
19 Member may object to the Settlement by (1) appearing at the Final Approval
20 Hearing and verbally objecting to the Settlement or any term thereof; and/or (2)
21 sending a written Objection to the Administrator. The written Objection must be
22 valid and timely. To be valid, the written Objection must (1) include the Class
23 Member's full name, address, telephone number, and signature, the contact
24 information for any attorney representing the objecting Class Member, if any,
25 and the factual and legal bases for the Objection, including any and all supporting
26 papers, briefs, written evidence, declarations, and/or other evidence; (2) state the
27 case name and number of the Action; and (3) be mailed to the specified physical
28 address of the Administrator. To be timely, the written Objection must be

1 postmarked no later than the Response Deadline. The postmark date will be the
2 exclusive means of determining whether a written Objection has been timely
3 submitted.

4 **7. ESCALATOR CLAUSE**

5 7.0. Based on their records, Defendant estimates that Class Members employed by EcoLife
6 Technologies worked approximately 2,167 Workweeks during the period from
7 September 23, 2020, to March 26, 2025. In the event the number of Workweeks from
8 September 23, 2020, to March 26, 2025 exceeds 2,167 by more than 10% (i.e., *exceeds*
9 2,384), Defendant shall pay the pro rata percentage increase in excess of 10% to the
10 Gross Settlement Amount to include the additional workweeks, e.g., an 11% increase in
11 workweeks would result in a 1% increase in the Gross Settlement Amount.

12 **8. DEFENDANT'S RIGHT TO WITHDRAW.**

13 8.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of
14 the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw
15 from the Settlement within thirty (30) calendar days after expiration of the Response
16 Deadline. If Defendant elects to withdraw from the Settlement, Defendant must notify
17 Class Counsel and the Court of their decision no later than thirty (30) calendar days after
18 expiration of the Response Deadline, and Defendant will be responsible for paying all
19 settlement administration expenses incurred to that point. Further, the Settlement shall be
20 void ab initio, have no force or effect whatsoever, and neither Party will have any further
21 obligation to perform under this Agreement, except as provided in this Paragraph.

22 **9. MOTION FOR FINAL APPROVAL.**

23 9.0. No later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file
24 a Motion for Final Approval of the Settlement that includes a request for approval of the
25 PAGA settlement under Labor Code section 2699(l) and a Proposed Final Approval
26 Order and Judgment.

27 9.1. Response to Objections. Each Party retains the right to respond to any Objection raised
28 by a Participating Class Member, including the right to file responsive documents in

1 Court no later than five (5) court days prior to the Final Approval Hearing, or as
2 otherwise ordered or accepted by the Court.

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

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

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

1 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
3 material modification of this Agreement (including, but not limited to, the scope of
4 release to be granted by Class Members), this Agreement shall be null and void. The
5 Parties shall nevertheless expeditiously work together in good faith to address the
6 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,
7 on a 50-50 basis, any additional administration expenses reasonably incurred after
8 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
9 Class Representative Service Payment or any payments to Class Counsel shall not
10 constitute a material modification of the Judgment within the meaning of this Paragraph,
11 as long as the Gross Settlement Amount remains unchanged.

12 **10. AMENDED JUDGMENT.**

13 10.0. If any amended judgment is required under CCP section 384, the Parties will work
14 together in good faith to jointly submit a proposed amended judgment.

15 **11. ADDITIONAL PROVISIONS.**

16 11.0. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of
17 the Parties' settlement terms.

18 11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
19 that has arisen between them and to avoid the burden, expense, and risk of continued
20 litigation. In entering into this Agreement, Defendant does not admit, and specifically
21 denies, it has violated any federal, state, or local law; violated any regulations or
22 guidelines promulgated pursuant to any statute or any other applicable laws, regulations
23 or legal requirements; breached any contract; violated or breached any duty; engaged in
24 any misrepresentation or deception; or engaged in any other unlawful conduct with
25 respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
26 any of the negotiations connected with it, shall be construed as an admission or
27 concession by Defendant of any such violations or failures to comply with any applicable
28 law. Except as necessary in a proceeding to enforce the terms of this Agreement, this

1 Agreement and its terms and provisions shall not be offered or received as evidence in
2 any action or proceeding to establish any liability or admission on the part of Defendant
3 or to establish the existence of any condition constituting a violation of, or a non-
4 compliance with, federal, state, local or other applicable law. If Final Approval does not
5 occur, the Parties agree that this Agreement is void, but remains protected by California
6 Evidence Code section 1152.

7 11.2. Class Certification or Representative Manageability for Other Purposes. The Parties
8 agree to stipulate to class certification only for purposes of the Settlement. If, for any
9 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
10 any reason the Court does not grant Preliminary Approval, Final Approval, or enter
11 Judgment, Defendant reserves the right to contest certification of any class for any
12 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff
13 reserves the right to move for class certification on any grounds available, and Plaintiff
14 reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and
15 the Parties' willingness to settle the Action will have no bearing on, and will not be
16 admissible in connection with any litigation, except for proceedings to enforce or
17 effectuate the Settlement and this Agreement.

18 11.3. No Press Releases/Advertisements. Plaintiff, Class Counsel, Class Counsel's law firm,
19 and any person or entity under their control or direction, or whom they knowingly cause
20 or permit, shall not issue any press release or announcement of any kind related in any
21 way to the Settlement. Plaintiff and Class Counsel agree to limit their statements
22 regarding the terms of the Settlement, whether oral, written, or electronic (including the
23 world wide web), to say the Class Action has been resolved and that Plaintiff and Class
24 Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to
25 interfere with Class Counsel's duties and obligations to faithfully discharge their duties
26 as Class Counsel, including but not limited to: (1) as required by law; (2) as required
27 under the terms of the Settlement; and/or (3) as required under counsel's duties and
28 responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned

on any source, including Class Counsel's personal or firm website.

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

11.5. Confidentiality Prior to Preliminary Approval. The Parties and their respective 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 the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties and their respective counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.6. 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

1 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
2 Counsel's ability to communicate with Class Members in accordance with Class
3 Counsel's ethical obligations owed to Class Members.

4 11.7. Non-Disparagement. Each Party and their respective counsel agrees that it will not, at
5 any time, make, publish, or communicate to any person or entity, whether written or
6 verbal, and whether in a public forum or otherwise, any negative, derogatory,
7 disparaging remarks, comments, or statements about the other Party, which includes but
8 is not limited to, the other Party's employees, shareholders, officers, directors, agents,
9 and the services provided by the other Party, and will not knowingly cause or permit any
10 other person or entity to do so. Moreover, if requested by another person or entity, each
11 Party agrees to provide a neutral reference free of any negative, derogatory, disparaging
12 remarks, comments, or statements about the other Party, which includes but is not limited
13 to, the other Party's employees, shareholders, officers, directors, agents, and the services
14 provided by the other Party. This Section does not, in any way, restrict or impede either
15 Party from exercising protected rights to the extent that such rights cannot be waived by
16 agreement. This Section also does not prevent either Party from complying with any
17 applicable law or regulation or a valid order of a court of competent jurisdiction or an
18 authorized government agency, provided that such compliance does not exceed that
19 required by the law, regulation, or order.

20 11.8. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations,
23 warranties, covenants, or inducements made to or by any Party.

24 11.9. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably
28 required to effectuate the terms of this Agreement including any amendments to this

1 Agreement.

2 11.10. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
3 the Court will first attempt to construe the provision as valid to the fullest extent possible
4 consistent with applicable precedents so as to define all provisions of this Agreement
5 valid and enforceable.

6 11.11. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
7 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant,
9 right or remedy.

10 11.12. Cooperation. The Parties and their counsel will cooperate with each other and use their
11 best efforts, in good faith, to implement this Settlement by, among other things,
12 modifying the Settlement Agreement, submitting supplemental evidence and
13 supplementing points and authorities as requested by the Court. In the event the Parties
14 are unable to agree upon the form or content of any document necessary to implement
15 the Settlement, or on any modification of the Agreement that may become necessary to
16 implement the Settlement, the Parties will seek the assistance of a mediator and/or the
17 Court for resolution.

18 11.13. No Prior Assignments. The Parties separately represent and warrant that they have not
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
20 or encumber to any person or entity and portion of any liability, claim, demand, action,
21 cause of action, or right released and discharged by the Party in this Settlement.

22 11.14. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
23 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
24 be relied upon as such within the meaning of United States Treasury Department
25 Circular 230 (31 CFR Part 10, as amended) or otherwise.

26 11.15. Modification of Agreement. This Agreement, and all parts of it, may be amended,
27 modified, changed, or waived only by an express written instrument signed by all Parties
28 or their representatives, and approved by the Court.

1 11.16. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
2 and inure to the benefit of, the successors or assigns of each of the Parties.

3 11.17. Applicable Law. All terms and conditions of this Agreement and its Exhibit will be
4 governed by and interpreted according to the internal laws of the State of California,
5 without regard to conflict of law principles.

6 11.18. 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
8 the Party was the drafter or participated in the drafting.

9 11.19. 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
11 survive the execution of this Agreement.

12 11.20. Use and Return of Class Data. Information provided to Class Counsel pursuant to
13 Evidence Code section 1152, and all copies and summaries of the Class Data provided to
14 Class Counsel by Defendant in connection with the mediation, other settlement
15 negotiations, or in connection with the Settlement, may be used only with respect to this
16 Settlement, and no other purpose, and may not be used in any way that violates any
17 existing contractual agreement, statute, or rule of court. No later than ninety (90) days
18 after the date when the Court discharges the Administrator's obligation to provide a
19 Declaration confirming the final pay out of all Settlement funds, Plaintiff and/or Class
20 Counsel shall destroy, all paper and electronic versions of Class Data received from
21 Defendant unless, prior to the Court's discharge of the Administrator's obligation,
22 Defendant makes a written request to Class Counsel for the return, rather than the
23 destructions, of Class Data. Within five (5) business days after destroying such Class
24 Data, Plaintiff and/or Class Counsel shall provide Defendant Counsel with a signed
25 declaration confirming that all Class Data received from Defendant has been
26 permanently destroyed in accordance with the terms of this Agreement, and that no
27 copies, excerpts, summaries, or other reproductions of the Class Data have been retained
28 in any form whatsoever.

- 1 11.21. Headings. The descriptive heading of any section or Paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this
3 Agreement.
- 4 11.22. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
5 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
6 a weekend or federal legal holiday, such date or deadline shall be on the first business
7 day thereafter.
- 8 11.23. Execution in Counterparts. This Agreement may be executed in one or more counterparts
9 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
10 Agreement shall be accepted as an original. All executed counterparts and each of them
11 will be deemed to be one and the same instrument if counsel for the Parties will
12 exchange between themselves signed counterparts. Any executed counterpart will be
13 admissible in evidence to prove the existence and contents of this Agreement.
- 14 11.24. Binding Agreement. The Parties warrant that they understand and have full authority to
15 enter into this Settlement, intend that this Agreement will be fully enforceable and
16 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
17 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
18 that otherwise might apply under federal or state law. Plaintiff, and not his
19 representative(s), must personally execute this Agreement. An authorized officer of
20 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
21 become binding and enforceable pursuant to CCP section 664.6.
- 22 11.25. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
23 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
24 further agree that upon the signing of this Agreement that pursuant to CCP section
25 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
26 entire period of this settlement process.

27 *Signatures on following page.*

28

Plaintiff & Class Representative:

Dated: 7/24/2025 , 2025

Signed by:
Adrian Zamorano
DBA46975C536426...
By: _____
Plaintiff, Adrian Zamorano

Plaintiff's Counsel:

Dated: 7/24/2025 , 2025

MOON LAW GROUP, P.C.
By: _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Adrian Zamorano

Defendant:

Dated: , 2025

On behalf of Defendant, EcoLife Technologies, Inc.

By: _____
Jing Han
Print Name

Jing Han
Signature

Compliance Manager
Title

Defendant's Counsel:

Dated: 7/25/2025 , 2025

YK LAW LLP
By: _____
Yongyuan Henry Li
ID:ubfcEHLXPwHGmDjPXHsqSBSv
Yongyuan Li
Attorneys for Defendant, EcoLife Technologies, Inc.

eSignature Details

Signer ID:	ubfcFHLXPwHGmDjPXHsqBSv
Signed by:	Yongyuan Li
Sent to email:	hli@yklaw.us
IP Address:	47.34.182.253
Signed at:	Jul 25 2025, 11:05 am PDT