

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6
7
8
9
10
11
12

15
16
17
18

20
21
22
23

25

26

21

1 authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and
2 resolution of the matter, in the amount that does not exceed one third of the Gross Settlement
3 Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the
4 Actions, in an amount to not to exceed \$344,816.66. Pursuant to a Joint Prosecution Agreement
5 between Plaintiffs' counsel and subject to the Court's approval, James Hawkins APLC will receive
6 45% of the Attorneys' Fees (\$155,167.20), The Sentinel Firm, APC will receive 10% of the
7 Attorneys' Fees (\$34,481.60) and Ferraro Vega Employment Lawyers, Inc. will receive 45% of the
8 Attorneys' Fees (\$155,167.20).

9 5. Class Counsel. "**Class Counsel**" means James R. Hawkins, Gregory Mauro, Michael
10 Calvo, Lauren Falk, and Ava Issary of JAMES HAWKINS APLC, Seung L. Yang and Tiffany
11 Hyun of THE SENTINEL FIRM, APC, and Nicholas J. Ferraro, Lauren N. Vega, and Dorota A.
12 James of FERRARO VEGA EMPLOYMENT LAWYERS, INC.

13 6. Class or Class Members. "**Class**" or "**Class Members**" is defined as all nonexempt
14 current and former employees who worked for RailPros Field Services, Inc. in California during the
15 Class Period. Defendant represents there are approximately 440 Class Members who worked during
16 the Class Period. Defendant also represents that it estimates there will be approximately 20,689
17 workweeks during the Class Period.

18 7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement, attached
19 as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

20 8. Class Period. "**Class Period**" means the period from November 13, 2020 through the
21 earlier of either 60 days after full execution of this MOU (December 8, 2025 is the date of execution)
22 or the date the Court grants preliminary approval of the Settlement Agreement, unless Defendant
23 elects to use the option laid out in escalator clause herein, Paragraph 66.

24 9. Class Representatives. "**Class Representatives**" means Plaintiffs Lance Tyler Dunn,
25 Daniel Castro, Steven Muir, Fredrick Earnhart and Juan Miguel Torres Valenzuela.

26 10. Court. "**Court**" means the San Diego County Superior Court.

27 11. Covered Employees. "**Covered Employees**" means both Class Members and PAGA
28 Members.

1 12. Defendant. “**Defendant**” means RailPros Field Services, Inc.

2 13. Effective Date. The “**Effective Date**” means the date by when both of the following
3 have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the
4 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following
5 occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters
6 Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after
7 the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment
8 is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

9 14. Employer’s Taxes. “**Employer’s Taxes**” means Defendant’s share of the payroll taxes
10 associated with the wage portion of the Individual Settlement Payments, which Defendant will pay
11 separately from the Gross Settlement Amount.

12 15. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
13 hearing on final approval of the Settlement.

14 16. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order
15 granting final approval of the Settlement and the separate proposed judgment, which Plaintiffs will
16 submit to the Court with the motion for final approval of the Settlement.

17 17. General Release Named Plaintiffs Only. “**General Release**” means the general release
18 of all claims as set forth in Paragraph 62.

19 18. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
20 payment Defendant have agreed to make under this Agreement. The Gross Settlement Amount is
21 \$1,034,450.00 unless Defendant elects the option in the escalator clause herein, Paragraph 66. The
22 Gross Settlement Amount will be used to pay Attorneys’ Fees and Costs, the Service Payment, the
23 PAGA Amount, and Settlement Administration Costs, individual class payments, individual PAGA
24 payments, and the LWDA PAGA payment.

25 19. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
26 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

27 20. Individual Settlement Payment. “**Individual Settlement Payment**” means the
28 individual settlement payment allocated to each Participating Class Member and/or Aggrieved

1 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
2 and the Individual PAGA Payment to the extent an employee is eligible.

3 21. Named Plaintiffs. “**Named Plaintiffs**” means Lance Tyler Dunn, Daniel Castro,
4 Steven Muir, Fredrick Earnhart and Juan Miguel Torres Valenzuela.

5 22. Non-Participating Class Member. “**Non-Participating Class Member**” means any
6 Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and
7 timely request for exclusion.

8 23. Notice Period. “**Notice Period**” means the time period commencing on the date the
9 Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed
10 to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 45
11 days after remailing, whichever is later.

12 24. Net Settlement Amount. “**Net Settlement Amount**” means the settlement amount to
13 be distributed to Participating Class Members, which is the Gross Settlement Amount less
14 Attorneys’ Fees and Costs, the Service Payment, the PAGA Amount, and Settlement Administration
15 Costs.

16 25. PAGA Claims. “**PAGA Claims**” means, for the PAGA Period, claims for penalties
17 under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a)
18 arise from the facts, matters, transactions or occurrences alleged in the Actions or that could have
19 been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions
20 or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the
21 Named Plaintiffs to the Labor and Workforce Development Agency (“**LWDA**”) pursuant to Labor
22 Code section 2699.3. Without limiting the foregoing, and in addition to the foregoing, the PAGA
23 Claims include claims premised on the failure to pay minimum wages and overtime compensation,
24 failure to provide compliant meal and rest periods, failure to timely pay final wages upon
25 termination, failure to provide accurate itemized wage statements, failure to provide paid sick leave,
26 unlawful deduction of wages, failure to pay vested vacation pay, illegal non-compete provisions in
27 employment contracts, untimely payment of wages during employment, and failure to reimburse
28 necessary business expenses, violations of California Labor Code §§ 201, 202, 203, 204, 221, 226,

226.3, 226.7, 227.3, 246, 351, 432, 432.5, 510, 512, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2698; in connection with the allegations in the LWDA Notices and Operative Complaint; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.* The PAGA Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

26. PAGA Amount. "**PAGA Amount**" means the amount of \$50,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 65% of the PAGA Amount (\$32,500) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 35% (\$17,500) will be allocated to the PAGA Members as the "PAGA Payment."

27. PAGA Period. "**PAGA Period**" means the period from October 29, 2023 through the earlier of either 60 days after full execution of the MOU (December 8, 2025 is the date of execution) or the date the Court grants preliminary approval of the Settlement Agreement, unless Defendant elects to use the option laid out in the escalator clause herein, Paragraph 66.

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

29. Parties. "**Parties**" means the Defendant and the Named Plaintiffs, individually and on behalf of all Class Members and PAGA Members. Each of the Parties may be referred to in the singular as a "**Party**."

30. Participating Class Member. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; "**Settlement Class**" means a class of all Participating Class Members.

31. Participating Class Member Payment. "**Participating Class Member Payment**" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 65, according to

1 the number of Workweeks, which is inclusive of the employee's share of taxes and withholdings
2 with respect to the wages portion of the Participating Class Member Payment.

3 32. Preliminary Approval Order. "**Preliminary Approval Order**" means an order from
4 the Court preliminarily approving this Settlement.

5 33. Released Parties. "**Released Parties**" means and includes Defendant and its respective
6 current and former parents, predecessors or successors, holding companies, owners, subsidiaries,
7 divisions, and affiliated or related persons or entities, and each of their respective officers, directors,
8 managers, employees, insurers, partners, shareholders, members, attorneys, agents, executors, and
9 assigns.

10 34. Released Claims. "**Released Claims**" means, for the duration of the Class Period, any
11 and all claims, actions, or causes of action against Defendant and the other Released Parties (a) that
12 are alleged in the operative complaint; and/or (b) that could have been alleged in the operative
13 complaint based upon or arising out of the facts alleged therein, except those arising under PAGA.
14 Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims
15 premised on the failure to pay minimum wages and overtime compensation, failure to provide
16 compliant meal and rest periods, failure to timely pay final wages upon termination, failure to
17 provide accurate itemized wage statements, failure to provide paid sick leave, unlawful deduction
18 of wages, failure to pay vested vacation pay, illegal non-compete provisions in employment
19 contracts, untimely payment of wages during employment, and failure to reimburse necessary
20 business expenses. The actions further allege unlawful employment conditions, including the use of
21 an illegal non-compete provision, unfair competition and unfair business practices, and the recovery
22 of waiting time penalties, and penalties pursuant to the California Private Attorneys General Act;
23 violations of California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.3, 226.7, 227.3, 246, 351,
24 432, 432.5, 510, 512, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
25 2802; related violations of the applicable California Wage Orders; violations of all related or
26 corresponding federal laws; and violations of California Business and Professions Code section
27 17200, *et seq* in connection with the alleged Labor Code violations alleged (or that could be alleged
28 based on the facts pled) in the Actions. The Released Claims excludes claims for vested benefits,

wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

35. Service Payment. "**Service Payment**" means the amount the Court authorizes to be paid to each of the Named Plaintiffs in addition to their Individual Settlement Payment, in recognition of their effort and work in prosecution of the Actions, up to \$10,000.00 for each Plaintiff.

36. Settlement. "**Settlement**" means the disposition of the Actions effected by this Agreement and the Final Order and Judgment.

37. Settlement Administration Costs. "**Settlement Administration Costs**" means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement. The administration costs are not to exceed \$6,950.00.

38. Settlement Administrator. "**Settlement Administrator**" means ILYM, Group Inc., or such other third-party administrator chosen by the Parties and approved by the Court. The Settlement Administrator shall provide a declaration of qualifications and experience, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach.

39. Settlement Hearing. "**Settlement Hearing**" means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

40. Workweek. "**Workweek**" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

RECITALS

41. On November 12, 2024, Plaintiff Dunn filed a class action against Defendant in San Diego County Superior Court. Case No. 24CU022030C. The claims included minimum wage violations, failure to pay all overtime wages, meal period violations, rest period violations, paid sick

1 leave violations, untimely payment of wages, wage statement violations, waiting time penalties,
2 unfair competition, and unlawful employment condition.

3 42. On December 3, 2024, Plaintiff Muir filed a class action in Orange County Superior
4 Court, Case No. 30-2024-01443491. The claims included failure to pay overtime pay, failure to
5 provide meal periods, failure to provide rest periods, failure to provide accurate wage statements,
6 illegal non-compete provision, and unfair business practices.

7 43. On January 3, 2025, Plaintiff Dunn filed amended his class action to add a claim under
8 PAGA.

9 44. On January 9, 2025, Plaintiff Valenzuela filed a class complaint against Defendant in
10 San Bernardino County Superior Court, Case No. CIVVS2500234. The claims included failure to
11 pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure
12 to provide rest periods, failure to indemnify necessary business expenses, failure to timely pay final
13 wages at termination, failure to provide accurate itemized wage statements, and unfair business
14 practices.

15 45. On January 23, 2025, Plaintiff Muir filed an amended class action, adding Fredrick
16 Earnhart as an additional representative plaintiff and additional claims for failure to pay vacation
17 pay and unlawful deductions.

18 46. On March 13, 2025, Plaintiff Valenzuela filed a PAGA action against Defendant in
19 San Bernardino County Superior Court, Case No. CIVVS2501391.

20 47. On March 31, 2025, Plaintiffs Muir and Earnhart filed a PAGA action against
21 Defendant in Orange County Superior Court, Case No. 30-2025-01471656.

22 48. On or about January 16, 2026, Plaintiff Dunn filed a second amended complaint adding
23 Daniel Castro as a named plaintiff.

24 49. The Actions allege that Defendant violated various wage-and-hour laws, including:
25 failure to pay minimum wages and overtime compensation, failure to provide compliant meal and
26 rest periods, failure to timely pay final wages upon termination, failure to provide accurate itemized
27 wage statements, failure to provide paid sick leave, unlawful deduction of wages, failure to pay
28 vested vacation pay, illegal non-compete provisions in employment contracts, untimely payment of

1 wages during employment, and failure to reimburse necessary business expenses. The actions
2 further allege unlawful employment conditions, including the use of an illegal non-compete
3 provision, unfair competition and unfair business practices, and the recovery of waiting time
4 penalties, and penalties pursuant to the California Private Attorneys General Act.

5 50. In preparation for the mediation, Defendant provided Class Counsel with time and
6 payroll records and relevant policies for Class Members during the Class Period.

7 51. On October 21, 2025, the Parties participated in mediation with Kevin Barnes, Esq.
8 (the “**Mediator**”), a respected mediator of complex wage-and-hour actions, and with the assistance
9 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized in this
10 Agreement.

11 52. Defendant denies that it engaged in any misconduct in connection with the wage-and-
12 hour practices associated with the Class Members (inclusive of the PAGA Members). Defendant
13 further denies that it has any liability of any kind associated with the claims alleged in the Actions.
14 Defendant contends that it has complied with both federal and state wage-and-hour laws, and all
15 other laws regulating its relationship with the Class Members and the PAGA Members, including
16 the Named Plaintiffs.

17 53. Class Counsel has investigated the facts relating to the Actions. Settlement discussions
18 were conducted at arm’s length during a full-day mediation with a neutral third-party mediator, and
19 the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability
20 and exposure in relation to the costs and risks associated with continued litigation. Based on the
21 documents and data produced, as well as Class Counsel’s own independent investigation and
22 evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is
23 fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and
24 circumstances, including the risk of significant delay and defenses asserted to the merits of the
25 Actions. While Defendant specifically denied any liability in the Actions, Defendant has agreed to
26 enter into this Settlement to avoid the costs associated with defending the Actions.

27 54. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
28 any other pending matter or action asserting claims that will be extinguished or affected by the

1 Settlement Agreement.

2 **TERMS AND CONDITIONS**

3 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
4 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
5 the consideration and undertakings set forth below, Named Plaintiffs, individually and on behalf of
6 the Class Members, PAGA Members, and, to the extent permitted by law, the State of California,
7 and Defendant agree that the Actions shall be and are finally and fully compromised and settled on
8 the following terms and conditions:

9 55. Consolidation for Settlement Approval Only. The Parties will file a joint stipulation
10 to allow Plaintiffs in the San Diego Action to amend their complaint to add all claims and parties in
11 the related Valenzuela and Muir actions in order for the Parties to seek preliminary and final
12 approval and approval of the PAGA settlement in the first filed San Diego action. The Valenzuela
13 and Muir actions may be stayed or dismissed.

14 56. No Claims Made/No Reversion. This is a non-reversionary, no claims made
15 settlement. No money shall revert to the Defendant in connection with this Settlement.

16 57. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense and risk of continued
18 litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit,
19 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
20 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
21 requirements; breached any contract; violated or breached any duty; engaged in any
22 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
23 or the PAGA Members. Neither this Agreement, nor any of its terms or provisions, nor any of the
24 negotiations connected with it, shall be construed as an admission or concession by Defendant or
25 any of the other Released Parties of any such violations or failures to comply with any applicable
26 law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement
27 and its terms and provisions shall not be offered or received as evidence in any action or proceeding
28 to establish any liability or admission on the part of Defendant or to establish the existence of any

1 condition constituting a violation of, or a non-compliance with, federal, state, local or other
2 applicable law.

3 58. Consolidated Action in San Diego County Superior Court. Plaintiffs agree to take all
4 actions necessary to consolidate the Actions in San Diego County Superior Court under the Dunn
5 Action, including, but not limited to, filing a motion to consolidate or any necessary ex parte
6 applications.

7 59. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that
8 (a) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section
9 382, and (b) the Actions may proceed as a PAGA representative action.

10 a. The Parties intend their settlement to be contingent upon the preliminary and
11 final approval of each and every term of this Agreement, without material modification. The Parties
12 and their respective counsel shall use their respective best efforts to obtain Court approval and
13 implement this Agreement in accordance with its terms. If the Court does not approve this
14 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
15 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
16 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
17 Parties intend this Agreement to become null and void, and unenforceable, in which event the
18 settlement terms set forth in this Agreement, including any modifications made with the consent of
19 the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated
20 and shall become null and void and have no further force or effect, and the class certified for
21 settlement purposes pursuant to this Agreement will be decertified for all purposes.

22 b. In the event the Court does not grant preliminary or final approval of the
23 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
24 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
25 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
26 the Named Plaintiffs, Class Members, PAGA Members, and Defendant, each of whom shall be
27 restored to their respective positions existing prior to the execution of this Agreement, and evidence
28 relating to the Agreement and all negotiations shall not be discoverable or admissible in the Actions

1 or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to
2 challenge the propriety of class certification and/or the Actions proceeding on a representative basis
3 for any purpose should the Court not grant preliminary or final approval of the Parties' settlement.

4 c. In the unlikely event the settlement is not approved, the Parties shall
5 undertake all actions whether by stipulation or joint motion to return all cases to their status quo as
6 of October 23, 2025, such that the cases shall pick up where they left off as of this date, with no
7 prejudice to any party and all rights of each party preserved as of this date.

8 60. Participating Class Members' Release Of Claims. Upon the funding of the Gross
9 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
10 Settlement Administrator, the Named Plaintiffs and all Participating Class Members shall be
11 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
12 discharged any and all of the Released Parties from the Released Claims that arose during the Class
13 Period.

14 a. This release by the Named Plaintiffs and each Participating Class Member is
15 intended to settle any and all of the Released Claims that any of them may have against Defendant
16 or any of the Released Parties during the Class Period.

17 b. Because it is impossible or impracticable to have each Class Member execute
18 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
19 and such notice will have the same force and effect as if the Agreement were executed by each Class
20 Member.

21 61. PAGA Members' Release of PAGA Claim. In exchange for the PAGA Amount recited
22 in this Agreement, the Named Plaintiffs, as the representatives for the State of California and all
23 PAGA Members (to the extent permitted by law), and on behalf of their current, former, and future
24 heirs, executors, administrators, attorneys, agents, and assigns will, upon payment of the Gross
25 Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the
26 Settlement Administrator, forever completely release and discharge Defendant and each of the
27 Released Parties from the PAGA Claims that arose during the PAGA Period. The PAGA Members
28 and the State of California will be deemed by operation of the Final Order and Judgment to have

1 agreed not to sue or otherwise make a claim against Defendant and any of the Released Parties for
2 the PAGA Claims that arose during the PAGA Period, to the extent permissible by law.

3 62. Full Release By The Named Plaintiffs. Upon payment of the Gross Settlement Amount
4 and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator,
5 the Named Plaintiffs fully release and discharge Defendant and the other Released Parties from the
6 Released Claims and any other claims that the Named Plaintiffs now have or claim to have, or has
7 ever had or claimed to have, against Defendant and the Released Parties. Without limiting the
8 generality of the foregoing, the Named Plaintiffs specifically and expressly release, to the maximum
9 extent permitted by law, any claims against Defendant and the Released Parties, arising out of or
10 relating to the Named Plaintiffs' employment or the termination of their employment with
11 Defendant and any other Released Party. This general release by the Named Plaintiffs includes a
12 waiver of Named Plaintiffs' rights under Civil Code Section 1542, which provides: "A general
13 release does not extend to claims that the creditor or releasing party does not know or suspect to
14 exist in his or her favor at the time of executing the release and that, if known by him or her, would
15 have materially affected his or her settlement with the debtor or released party."

16 63. No Prior Assignments. The Named Plaintiffs represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
18 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
19 released and discharged by this Agreement.

20 64. Settlement Payments And Calculation Of Claims. Subject to final Court approval and
21 the conditions specified in this Agreement, and in consideration of the mutual covenants and
22 promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of
23 \$1,034,450.00. The Gross Settlement Amount includes, but is not limited to, payments to be made
24 to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Service Payment to the
25 Named Plaintiffs, the PAGA Amount, and Settlement Administration Fees and Costs. For the
26 avoidance of doubt, subject to the conditions set forth in this Agreement, Defendant shall not be
27 required to pay any amount over \$1,034,450.00 for this Settlement, apart from the employer's share
28 of applicable taxes which will be paid in addition to the Gross Settlement Amount, and as set forth

1 in Paragraph 14. The following table summarizes the allocation of the Gross Settlement Amount:

2 **Gross Settlement Amount of \$1,034,450.00, Allocated As Follows:**

3 **\$50,000.00** for the PAGA Payment

4 **\$32,500.00** for the LWDA Payment

5 **\$17,500.00** for payments to PAGA Members on a *pro rata* basis (i.e., Individual PAGA Payment)

6 Class Counsel Attorneys' Fees not to exceed **\$344,816.66**

7 Class Counsel Costs not to exceed **\$35,000.00**

8 Up to **\$10,000.00** for a Service Payment for each of the Named Plaintiffs (\$50,000.00 total).

9 Settlement Administration Costs, not to exceed **\$6,950.00**

10 Approximately **\$547,683.34** paid to Class Members on a *pro rata* basis (i.e., Participating Class Member Payment)

11 65. **Apportionment of Gross Settlement Amount.**

12 a. From the Gross Settlement Amount: The Settlement Administrator will make
13 and deduct the following payments from the Gross Settlement Amount, in the amounts specified by
14 the Court in the Final Order and Judgment.

15 b. To Plaintiff: Service Payment to the Class Representative of not more than
16 \$10,000 each, in addition to any Participating Class Member Payout and any Individual PAGA
17 Payment any of the Class Representatives is entitled to receive as a Participating Class Member.
18 Defendant will not oppose Plaintiffs' request for a Service Payment that does not exceed this
19 amount.

20 c. As part of the motion for Class Counsel Attorneys' Fees and Costs, Plaintiffs
21 will seek Court approval for any Service Payments no later than 16 court days prior to the Final
22 Hearing Date. If the Court approves a Service Payment less than the amount requested, the
23 Settlement Administrator will retain the remainder in the Net Settlement Amount. The
24 Administrator will pay the Service Payment using IRS Form 1099. Plaintiffs assume full
25 responsibility and liability for employee taxes owed on the Service Payment.

26 d. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%,
27 which is currently estimated to be \$344,816.66, and costs of not more than \$35,000.00. Defendant
28

1 will not oppose requests for these payments provided they do not exceed these amounts.

2 e. Class Counsel will file a motion for payment for their Attorneys' Fees and
3 Costs no later than 16 court days prior to the Final Hearing Date. If the Court approves a payment
4 for Attorneys' Fees and Costs less than the amounts requested, the Settlement Administrator will
5 allocate the remainder to the Net Settlement Amount.

6 f. Released Parties shall have no liability to Class Counsel or any other counsel
7 arising from any claim to any portion any Attorneys' Fees and Costs. The Settlement Administrator
8 will pay the Attorneys' Fees and Costs using one or more IRS 1099 Forms. Class Counsel assumes
9 full responsibility and liability for taxes owed on the Attorneys' Fees and Costs payment and holds
10 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
11 division or sharing of any of these Payments.

12 g. To the Settlement Administrator: the payment for the Settlement
13 Administration Costs not to exceed \$6,950.00 except for a showing of good cause and as approved
14 by the Court. To the extent the Settlement Administration Costs are less or the Court approves
15 payment less than \$6,950.00, the Settlement Administrator will retain the remainder in the Net
16 Settlement Amount.

17 h. To Each Participating Class Member: A Participating Class Member Payout
18 calculated 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 by each
20 Participating Class Member's Workweeks.

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

1 j. Effect of Non-Participating Class Members on Calculation of Participating
2 Class Member Payouts. Non-Participating Class Members will not receive any Participating Class
3 Member Payouts. The Administrator will retain amounts equal to their Participating Class Member
4 Payouts in the Net Settlement Amount for distribution to Participating Class Members on a pro rata
5 basis.

6 k. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
7 \$50,000.00 to be paid from the Gross Settlement Amount, with 65% (\$32,500.00) allocated to the
8 LWDA PAGA Payment and 35% (\$17,500.00) allocated to the Individual PAGA Payments.

9 l. The Settlement Administrator will calculate each Individual PAGA Payment
10 by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties
11 (\$17,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
12 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
13 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
14 owed on their Individual PAGA Payment.

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

18 n. Participating Class Member Payments shall be distributed only to
19 Participating Class Members. The portion of the Net Settlement Amount allocated to Class Members
20 who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis
21 based on the formula set forth in Paragraph 65.h. Individual PAGA Payments will be distributed to
22 all PAGA Members.

23 o. The Parties agree that, under no circumstances shall Defendant be obligated
24 to pay any amount under this Agreement to any Class Member other than Participating Class
25 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
26 Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in
27 Paragraph 66, under no circumstances shall Defendant be obligated to pay more than the Gross
28 Settlement Amount in full settlement of the Actions.

1
2 66. Settlement Escalator. The Settlement is based on the representation that there were no
3 more than 20,689 non-exempt workweeks worked by the Class Members as of August 25, 2025.
4 Moreover, the Settlement is also based on the representation that there were no more than 8,522 Pay
5 Periods during the PAGA Period. If these numbers are incorrect by more than 15% (i.e., workweek
6 count x 1.15) by the date of preliminary approval or prior to this date, Defendant shall Increase the
7 Gross Settlement Amount proportionately for each additional workweek over this listed total and
8 secure a release through the date of preliminary approval of this settlement. If this option is selected,
9 the Class Period and PAGA Period will go through the date of preliminary approval of this
10 settlement; or, in the alternative, Defendant can elect to end the Class Period and the PAGA Period
11 on the date that the workweeks exceed the 20,689 workweek number by 15%.

12 67. Administrator Duties: Website, Email Address and Toll-Free Number. The
13 Administrator will establish, maintain, and use a website to post information of interest to Class
14 Members including the date, time and location for the Final Approval Hearing and copies of the
15 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
16 Motion for Final Approval, the Final Approval, and the Judgment. Any hearing date changes will
17 be posted to the website. Likewise, the administrator will give notice to the class of the final
18 judgment through the website. The Administrator will also maintain and monitor an email address
19 and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

1 in Court.

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

10 70. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
11 Participating Class Members under this Agreement, including the Individual PAGA Payments made
12 to PAGA Members, will not be utilized to calculate any additional benefits under any benefit plans
13 to which any Participating Class Member or PAGA Members may be eligible including, but not
14 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
15 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
16 Agreement will not affect any rights, contributions, or amounts which any Participating Class
17 Member or Aggrieved Employee may be entitled to under any benefit plans.

18 71. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class
19 Members, PAGA Members, and the Named Plaintiffs, will be paid in a net amount after applicable
20 state and federal tax withholdings, including payroll taxes, have been deducted.

21 a. The Participating Class Member Payments shall be reported as follows:
22 (i) 10% of the amount distributed to each Participating Class Member will be considered wages, and
23 will be reported as such to each Participating Class Member on a W-2 Form; (ii) 10% of the amount
24 distributed to each Participating Class Member will be considered interest on the unpaid wages, and
25 (iii) approximately 80% to statutory penalties, and will be reported as such to each Participating
26 Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved
27 Employee will be considered penalties and will be reported on an IRS Form 1099.

28 b. Prior to mailing the Individual Settlement Payments, the Settlement

1 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
2 applicable governmental agencies sufficient amounts as may be owed by Participating Class
3 Members for required withholdings and taxes, including all payroll taxes. The Settlement
4 Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved
5 Employee consistent with the foregoing breakdown. The Parties understand that the Named
6 Plaintiffs, Participating Class Members, and PAGA Members who receive an Individual Settlement
7 Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely
8 responsible for any and all tax obligations associated with such receipt.

9 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 76)
10 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
11 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
12 regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of
13 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
14 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
15 expenses arising from any income tax return or other reporting document that may be required by
16 the Internal Revenue Service, or any state or local taxing body will be paid from the Settlement
17 Fund.

18 d. All Parties represent and acknowledge that nothing in this Agreement
19 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
20 Named Plaintiffs, Participating Class Members, and PAGA Members will assume any such tax
21 obligations or consequences that may arise from this Agreement and Class Members shall not seek
22 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
23 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
24 Employee, including Named Plaintiffs, such Class Member or Aggrieved Employee assumes all
25 responsibility for the payment of such taxes.

26 72. Notice Procedure. Within 21 calendar days after entry of the Preliminary Approval
27 Order, Defendant will provide to the Settlement Administrator a list of Class Members that identifies
28 each Class Member by name, Social Security Number, and last-known address; and specifies the

1 number of weeks worked by each Class Member in a non-exempt position during the Class Period
2 and the PAGA Period (the “**Class List**”). Defendant will provide the Class List in an Excel file or
3 other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator
4 will keep the list confidential, except it shall be provided to Class Counsel upon request with Social
5 Security Numbers and address information redacted, and Class Counsel agrees to use such
6 information only for the purposes described in this Agreement.

7 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
8 search based upon the National Change of Address Database to update and correct any known or
9 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
10 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
11 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each
12 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
13 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
14 undeliverable within 14 calendar days after mailing.

15 b. The Settlement Administrator will re-mail any notice packet returned by the
16 United States Postal Service with a forwarding address on or before the expiration of the Notice
17 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
18 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
19 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
20 45 days from the date of the re-mailing to object, opt out, or dispute the workweeks attributed to
21 him or her.

22 c. The Settlement Administrator will use the appropriate skip tracing and
23 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
24 Class Members, and to re-mail the notice packets returned by the Postal Service without a
25 forwarding address upon locating new or alternate addresses after a reasonable search.

26 d. Class Counsel will provide to the Court, in connection with seeking final
27 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
28 Class Notice was mailed to all Class Members as required by this Agreement, as well as any

1 additional information Class Counsel deems appropriate to provide to the Court.

2 73. Dispute Procedure. The Class Notice will include a procedure by which a Class
3 Member may dispute the number of workweeks allocated to the Class Member by submitting a
4 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
5 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
6 contain the following: (i) the Class Member’s full name and current address; (ii) the Action name
7 and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and
8 (iv) documentary evidence sufficient to prove that Defendant’s calculation of the workweeks for the
9 Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement
10 Administrator shall promptly serve Defendant’s counsel with a copy of the Workweek Dispute and
11 any accompanying papers. Defendant’s counsel will inform Class Counsel of any such dispute. No
12 Workweek Dispute shall be effective or considered for any purpose unless it is timely mailed by
13 U.S. mail to and received by the Settlement Administrator as provided above. Defendant shall have
14 the right to respond to the Workweek Dispute by any Class Member. The Settlement Administrator
15 will also attempt to resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be
16 resolved amongst the Parties, the Court will make a final and binding determination of any
17 unresolved dispute.

18 a. Within 14 calendar days after the close of the Notice Period, the Settlement
19 Administrator will provide Class Counsel and Defendant’s counsel with a report listing the amount
20 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to
21 Participating Class Members and PAGA Members. The report to Class Counsel will not include
22 the names or contact information of Participating Class Members and PAGA Members.

23 74. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
24 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
25 including the release of the Released Claims that arose during the Class Period. A Class Member
26 will not be entitled to opt out of the settlement established by this Agreement unless the Class
27 Member submits a valid opt-out request (“**Opt-Out Request**”). A valid Opt-Out Request must:
28 (i) contain the Class Member’s full name and current address; (ii) the Action name and/or case

1 number; (iii) a statement clearly expressing the Class Member's desire to be excluded from (or opt
2 out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
3 the Notice Period. Alternatively, a Class Member may fill out the Opt-Out Request Form attached
4 to the Class Notice and return it so that it is postmarked on or before the expiration of the Notice
5 Period. Any Class Members who worked during the PAGA Period and who opt out of the
6 Settlement will still be considered PAGA Members for purposes of this Agreement.

7 a. Upon receipt of any Opt-Out Request within the Notice Period, the
8 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
9 out requirements of this Agreement.

10 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
11 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
12 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
13 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
14 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
15 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
16 Defendant. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end
17 of the Notice Period, the Class Member did not make the request in a timely manner. Absent good
18 cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of
19 an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome
20 the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall
21 the Settlement Administrator have the authority to extend the deadline for Class Members to submit
22 a request to opt out of the settlement without the Parties' joint written consent.

23 c. At the close of the Notice Period, the Settlement Administrator shall report
24 the names of all individuals who opted out of the Agreement to the parties and include this
25 information in a Declaration regarding the distribution of the notice that will be provided in support
26 of Plaintiffs' Motion for Final Approval.

27 d. If 5% or more Class Members timely opt out of the settlement, Defendant
28 will have the sole and absolute discretion to withdraw from this Agreement within fourteen (14)

1 calendar days after Defendant receives notice of the number of opt outs. Defendant will provide
2 written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that
3 Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this
4 Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and
5 void and have no further force or effect, and the class certified pursuant to this Agreement will be
6 decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this
7 provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the
8 Settlement Agreement is terminated for any other reason, including the Court's failure to grant final
9 approval of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for
10 the Settlement Administrator's fees and costs.

11 75. Objections To Settlement. Any Class Member may object to the Settlement. Any
12 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
13 copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel
14 will ensure that any written objections get filed with the Court concurrently with the final approval
15 documents by having them attached to the Settlement Administrator's Declaration. Class Members
16 who have not objected in writing may still appear and be heard at the Settlement Hearing.

17 a. Written objections to the Settlement must contain at least the following:
18 (i) the objecting Class Member's full name and current address; (ii) a clear reference to the Action
19 by name and/or case number; and (iii) a statement of the specific reasons why the objector believes
20 the Settlement is unfair or objects to the Settlement. Alternatively, a Class Member may fill out the
21 Notice of Objection to Class and PAGA Action Settlement Form attached to the Class Notice. In
22 addition, though not required, the Parties ask that any objecting Class Member also include a
23 statement of whether the objector intends to appear at the final approval hearing, either in person or
24 through counsel and, if through counsel, a statement identifying that counsel by name, bar number,
25 address, and telephone number. In addition, Class Members may appear at the final approval
26 hearing to state their objection even if they do not submit a written objection during the Notice
27 Period.

28 b. Class Counsel or Defendant's counsel may, up to five (5) court days before

1 the Final Hearing Date, file responses to any written objections submitted to the Court.

2 c. Unless they opt out of the Settlement as specified in Paragraph 72, Class
3 Members who object to the proposed settlement or the Agreement will remain Participating Class
4 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
5 remedy against Defendant and the other Released Parties. To the extent any Participating Class
6 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
7 or in part, such individuals will be bound by the Court's Final Approval Order.

8 d. In the event that any person objects to or opposes this proposed settlement or
9 the Agreement, or attempts to intervene in or otherwise enter the Actions, the Parties and Class
10 Counsel will use their best efforts to defend the Settlement.

11 e. A Class Member cannot both opt out and object to the Settlement. If a Class
12 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
13 be deemed invalid.

14 76. Funding And Distribution Of Settlement.

15 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
16 Administrator will provide a draft declaration to Class Counsel and Defendant's counsel setting forth
17 the number of Participating Class Members and PAGA Members; the identity of those individuals
18 who opted out of the Settlement; the total amount payable to all Participating Class Members and
19 PAGA Members; and the total PAGA Amount, Attorneys' Fees and Costs, Service Payment,
20 Settlement Administration Costs, Net Settlement Amount, and the appropriate applicable
21 employer's taxes for any portion of the Individual Settlement Payments designated as wages.

22 b. On the later of twenty-one (21) calendar days of the Settlement Administrator
23 providing all the information necessary for Defendant to remit payment or twenty-one (21) calendar
24 days after the Effective Date, Defendant shall remit to the Settlement Administrator: (i) the Gross
25 Settlement Amount of \$1,034,450.00 and (ii) the employer's taxes for any portion of the Individual
26 Settlement Payments designated as wages (the collectively, "**Settlement Fund**"). The delivery by
27 Defendant of the Settlement Fund to the Settlement Administrator will constitute the full and
28 complete discharge of the entire obligation of Defendant under this Agreement, unless anything

1 further is requested by the Settlement Administrator to ensure timely and proper disbursement. No
2 Released Party will have any further obligation or liability to the Named Plaintiffs, Participating
3 Class Members, PAGA Members, or Class Counsel under this Agreement, in connection with the
4 claims released herein, regardless of whether the Named Plaintiffs, Participating Class Members,
5 PAGA Members, or Class Counsel receive the payments from the Settlement Administrator set forth
6 in this Agreement.

7 c. The distribution of Individual Settlement Payments to Participating Class
8 Members and PAGA Members will occur no later than ten (10) calendar days after receipt of the
9 Settlement Fund from Defendant (“**Settlement Proceeds Distribution Deadline**”). The Settlement
10 Administrator shall be deemed to have timely distributed Individual Settlement Payments, including
11 Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all
12 Participating Class Members and the Individual PAGA Payments for all PAGA Members by the
13 Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement
14 Administrator, Defendant, Class Counsel, Defendant’ counsel, or any other agent designated by the
15 Named Plaintiffs or Class Counsel based upon the distribution of Individual Settlement Payments
16 made substantially in accordance with this Agreement or further orders of the Court.

17 d. The distribution of the LWDA Payment, Attorneys’ Fees and Costs, and the
18 Service Payment shall occur no later than ten (10) calendar days after the Settlement Administrator
19 receives the Settlement Fund from Defendant.

20 e. If a Participating Class Member’s or Aggrieved Employee’s check is returned
21 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
22 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
23 expressly understood and agreed that the checks for the Individual Settlement Payments, including
24 the Individual PAGA Payments, Funds unpaid after distribution due to returned or void checks (i.e.,
25 checks issued to Covered Employees that are not cashed or presented for payment within Twelve
26 (12) Months from the date of issuance) shall be distributed to the State of California’s Unclaimed
27 Property Division.

28 f. Defendant will not be obligated to make any payments contemplated by this

1 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
2 Date of the Agreement.

3 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
4 Deadline, the Settlement Administrator will provide written certification of completion of settlement
5 administration to Class Counsel and to Defendant' Counsel.

6 77. Binding Effect Of Agreement On Class Members. Subject to final Court approval and
7 the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
8 Participating Class Members will be bound by this Agreement.

9 78. Binding Effect Of Agreement On PAGA Members and State of California. The PAGA
10 Members and the State of California, to the extent permitted by law, shall be deemed by operation
11 of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against
12 Defendant or any of the Released Parties for any of the PAGA Claims and to be bound by the release
13 of the PAGA Released Claims during the PAGA Period as set forth in this Agreement.

14 79. Provisional Approval Of Settlement. Named Plaintiffs will file a motion in the Actions
15 requesting that the Court enter the Preliminary Approval Order within 21 days after complete
16 execution of this Agreement. Defendant will not oppose Class Counsel's motion for preliminary
17 approval of the settlement so long as the motion and supporting papers are consistent with the terms
18 of this Agreement. Defendant' counsel will meet and confer with Class Counsel regarding any
19 disputed factual statements before notifying the Court of any disputes.

20 80. Non-Interference With Claims Procedure. The Parties and their counsel agree that they
21 will not advise, solicit, or otherwise encourage any Class Members to submit requests for exclusion
22 or objections to the settlement or to appeal from the Final Order or Final Judgment. Nothing in this
23 paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members
24 in accordance with Class Counsel's ethical obligations owed to Class Members.

25 81. Final Order and Judgment. The Named Plaintiffs will request that the Court enter,
26 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named
27 Plaintiffs will request that the Final Order and Judgment certify the Participating Class; find that
28 this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and

1 the PAGA Members; list the employees (if any) who opted-out of the settlement; order that the
2 Participating Class Members release the Released Parties from the Released Claims; order that the
3 PAGA Members and the State of California release the Released Parties from the PAGA Claims as
4 set forth in this Agreement (to the extent permitted by law); and require the Parties to carry out the
5 provisions of this Agreement.

6 82. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
7 settlement set forth in this Agreement does not become final, the settlement will be null and void
8 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
9 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
10 Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to
11 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
12 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
13 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
14 negotiations shall not be admissible or discoverable in the Actions or otherwise.

15 83. No Double Recovery. No Class Member who has already released, assigned, or
16 otherwise forfeited the claims asserted in the Action will be considered a Class Member or be
17 entitled to recover under this Agreement. Such persons will be excluded from the Class List.

18 84. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not
19 publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the
20 negotiations leading to this Agreement with anyone other than the Court, Class Members, or those
21 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
22 Paragraph includes, but is not limited to: (i) publication by Named Plaintiffs or Class Counsel on
23 any website (including, without limitation, publishing on any Twitter account, Facebook, other
24 social media, or blog, or business website) of the amount or terms of the settlement, with or without
25 identifying information; and (ii) the submission of information to Verdicts & Settlements, Jury
26 Verdicts, or any other publication that summarizes the results of jury verdicts and settlements.

27 a. Notwithstanding the foregoing, Class Counsel may respond to questions
28 received from, and discuss any aspect of this Agreement with the Class Members or their legal

1 representatives, the Settlement Administrator, the Court, and representatives of the California Labor
2 and Workforce Development Agency.

3 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
4 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
5 effectuate this Agreement, or the online posting of documents relating to the Actions by the
6 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
7 Court.

8 c. The Named Plaintiffs and Class Counsel agree that all data and information
9 informally produced by Defendant in connection with the settlement of these Actions will be
10 maintained in confidence, and will not be shared with any other persons or entities.

11 85. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
12 material changes to the material terms or conditions of this Agreement that are not agreed to by the
13 Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would
14 not be obligated to make any payments to any Class Member, to Class Counsel, or to the Named
15 Plaintiffs. The Parties shall meet and confer in good faith and involve mediator Kevin Barnes as
16 necessary before exercising such right.

17 86. Modification In Writing. This Agreement may be altered, amended, modified or
18 waived, in whole or in part, only in a writing signed by all signatories to this Agreement and
19 approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole
20 or in part, orally.

21 87. Ongoing Cooperation. The Named Plaintiffs and Defendant will execute all
22 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
23 the event the Parties are unable to reach an agreement on the form or content of any document
24 needed to implement the Settlement, or any supplemental provisions that may become necessary to
25 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator (Kevin
26 Barnes) and, if still unable to resolve their dispute, the Court.

27 88. Notices. All notices, requests, demands, and other communications required or
28 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered

1 personally or by first class mail to the Settlement Administrator approved by the Court and the
2 undersigned persons at their respective addresses as set forth below:

3 **CLASS COUNSEL**

4 JAMES HAWKINS APLC

5 James R. Hawkins

6 Gregory Mauro

7 Michael Calvo

8 Lauren Falk

9 Ava Issary

10 9880 Research Drive Suite 200

11 Irvine CA 92618

12 Tel.: (949) 387-7200

13 Attorneys for Plaintiffs Steven Muir and Fredrick Earnhart

14 Seung L. Yang

15 Tiffany Hyun

16 THE SENTINEL FIRM, APC

17 707 Wilshire Blvd., Suite 4700

18 Los Angeles, California 90017

19 Telephone: (213) 985-1150

20 Attorneys for Plaintiff Juan Miguel Torres Valenzuela

21 Nicholas J. Ferraro

22 Lauren N. Vega

23 Dorota A. James

24 Ferraro Vega Employment Lawyers, Inc.

25 3333 Camino del Rio South, Suite 300

26 San Diego, California 92108

27 (619) 693-7727

28 Attorneys for Plaintiff Lance Tyler Dunn and Daniel Castro

COUNSEL FOR DEFENDANT

David A. Garcia,

Jamie L. Hagerott,

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Park Tower, Fifteenth Floor 695 Town Center Drive

Costa Mesa, CA 92626

Telephone: 714-800-7900

89. Binding on Successors. This Agreement will be binding upon and will inure to the
benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
legal representatives.

1 90. Entire Agreement. This Agreement constitutes the full, complete, and entire
2 understanding, agreement, and arrangement between the Named Plaintiffs, the Class Members, and
3 the PAGA Members, on the one hand, and Defendant, on the other hand, with respect to the
4 settlement of the Actions. This Agreement supersedes any and all prior oral or written
5 understandings, agreements, and arrangements between the Parties with respect to the settlement of
6 the Actions. Except for those set forth expressly in this Agreement, there are no other agreements,
7 covenants, promises, representations or arrangements between the Parties with respect to the
8 settlement of the Actions, the PAGA Claims, and the Released Claims against Defendant and its
9 Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California
10 Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed
11 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that
12 no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms
13 of this Agreement.

14 91. Execution In Counterparts. This Agreement may be signed in one or more
15 counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement
16 (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force
17 and effect and shall be as legally binding and enforceable as the original.

18 92. Captions. The captions, section numbers, and paragraph numbers in this Agreement
19 are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
20 or intent of the provisions of this Agreement.

21 93. Governing Law. This Agreement shall be interpreted, construed, enforced, and
22 administered in accordance with the laws of the State of California, without regard to conflict of law
23 rules.

24 94. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry
25 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
26 enforcing the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6
27 and California Rules of Court, Rule 3.769(h).

28 95. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms

1 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
2 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
3 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
4 Parties, all Parties have contributed to the preparation of this Agreement.

5 96. Representation and Warranties. Class Counsel and the Named Plaintiffs represent and
6 warrant to Defendant that they are not aware of any attorneys beyond those named as Class Counsel
7 who have claims for fees arising out of the Actions or the Settlement contemplated by this
8 Agreement.

9 97. Authorization to Act. Each Party to this Agreement covenants and warrants that (a)
10 such Party has full power and authority to enter into and consummate all transactions contemplated
11 by this Agreement and have duly authorized the execution, delivery, and performance of this
12 Agreement; and (b) the person executing this Agreement for such Party has the full right, power,
13 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
14 authority to execute any and all necessary instruments in connection with the Settlement, and to
15 fully bind such Party to the terms and obligations of this Agreement.

16 98. Representation By Counsel. The Parties acknowledge that each of them has been
17 represented by their respective counsel throughout all negotiations that preceded the execution of
18 this Agreement, and that this Agreement has been executed with the consent and advice of their
19 respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there
20 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
21 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
22 PAGA Members, Class Counsel, the LWDA, the Settlement Administrator, and the Named
23 Plaintiffs as provided by this Agreement.

24 99. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to request
25 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
26 by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

27 100. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
28 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or

1 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
2 arising from the Actions or the Gross Settlement Amount from the Released Parties except as
3 expressly provided for in this Agreement.

4 101. No Reliance on Representations. The Parties have made such investigations of the
5 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
6 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
7 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
8 any of their rights or asserted rights, or with regard to the advisability of making and executing this
9 Agreement, or with respect to any such matters. No representations, warranties, or inducements
10 have been made to any Party concerning this Agreement.

11 102. No Collateral Attack. This Agreement will not be subject to collateral attack by any
12 Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
13 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
14 for any reason to receive timely notice of the procedure for disputing the calculation of their
15 Individual Settlement Payment, or for opting out of the Settlement.

16 103. Dismissal for RailPros, Inc. Without Prejudice. The Parties agree that the entity
17 RailPros, Inc. will be dismissed without prejudice from any class or PAGA action that RailPros,
18 Inc. is a party to prior to filing the motion for preliminary approval.

19 104. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant,
20 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
21 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
22 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
23 indirectly, specifically or generally, to any person, corporation, association, government agency or
24 other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be
25 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
26 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
27 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
28 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,

1 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense
2 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
3 communication, before the filing of the Motion for Preliminary Approval, any with third party
4 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
5 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
6 communications with Class Members in accordance with Class Counsel’s ethical obligations owed
7 to Class Members.

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

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

17 IT IS SO AGREED:

18
19 PLAINTIFF LANCE TYLER DUNN

20
21 By: 

22 _____
Lance Tyler Dunn

23 Named Plaintiff

24 PLAINTIFF JUAN MIGUEL TORRES VALENZUELA

25 By: _____

26 Juan Miguel Torres Valenzuela

27 Named Plaintiff

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.

105. 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.

106. 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.

IT IS SO AGREED:

PLAINTIFF LANCE TYLER DUNN

By:

Lance Tyler Dunn
Named Plaintiff

PLAINTIFF JUAN MIGUEL TORRES VALENZUELA

By:

Juan Miguel Torres Valenzuela
Named Plaintiff

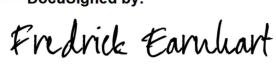
1 PLAINTIFF STEVEN MUIR

2 DocuSigned by:
3 By: 
4 Steven Muir

3/5/2026

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Named Plaintiff

PLAINTIFF FREDRICK EARNHART

DocuSigned by:
By: 

3/5/2026

Fredrick Earnhart
Named Plaintiff

PLAINTIFF DANIEL CASTRO

By:
Daniel Castro
Named Plaintiff

DEFENDANT RAILPROS FIELD SERVICES, INC.

By: _____
Title: _____

1 PLAINTIFF STEVEN MUIR

2

3 By: _____

4 Steven Muir

5 Named Plaintiff

6

7 PLAINTIFF FREDRICK EARNHART

8

9 By: _____

10 Fredrick Earnhart

11 Named Plaintiff

12

13 PLAINTIFF DANIEL CASTRO

14

15 *Daniel Castro*

16 By: _____

17 Daniel Castro

18 Named Plaintiff

19

20 DEFENDANT RAILPROS FIELD SERVICES, INC.

21

22 By: _____

23 Title: _____

24

25

26

27

28

1 PLAINTIFF STEVEN MUIR

2

3 By: _____

4 Steven Muir

5 Named Plaintiff

6

7 PLAINTIFF FREDRICK EARNHART

8

9 By: _____

10 Fredrick Earnhart

11 Named Plaintiff

12

13 PLAINTIFF DANIEL CASTRO

14

15 By: _____

16 Daniel Castro

17 Named Plaintiff

18

19 DEFENDANT RAILPROS FIELD SERVICES, INC.

20

21 By:  _____

22

23 Title: President & CEO

24

25 05-Mar-2026

26

27

28

1 APPROVED AS TO FORM ONLY AND AGREE TO BE
2 BOUND BY THIS AGREEMENT:

3 FERRARO VEGA EMPLOYMENT LAWYERS, INC.

4
5 By: Nicholas J. Ferraro

6 Nicholas J. Ferraro

7 Attorney for Plaintiffs Lance Tyler Dunn and Daniel Castro

8 JAMES HAWKINS APLC

9 By: _____

10 Gregory Mauro

11 Attorney for Plaintiffs Steven Muir and Fredrick Earnhart

12 THE SENTINEL FIRM, APC

13 By: _____

14 Seung L. Yang

15 Attorney for Plaintiff Juan Miguel Torres Valenzuela

16
17
18 OGLETREE, DEAKINS, NASH, SMOAK &
19 STEWART, P.C.

20 By: _____

21 David A. Garcia

22 Jamie L. Hagerott

23 Attorney for Defendant RailPros Field Services, Inc.

1 APPROVED AS TO FORM ONLY AND AGREE TO BE
2 BOUND BY THIS AGREEMENT:

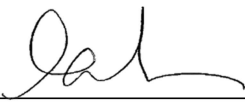
3 FERRARO VEGA EMPLOYMENT LAWYERS, INC.

4
5 By: _____

6 Nicholas J. Ferraro

7 Attorney for Plaintiffs Lance Tyler Dunn and Daniel Castro

8 JAMES HAWKINS APLC

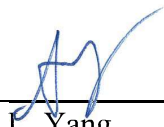
9 By:  _____

03/05/2026

10 Gregory Mauro

11 Attorney for Plaintiffs Steven Muir and Fredrick Earnhart

12 THE SENTINEL FIRM, APC

13
14 By:  _____

15 Seung L. Yang

16 Attorney for Plaintiff Juan Miguel Torres Valenzuela

17
18 OGLETREE, DEAKINS, NASH, SMOAK &
19 STEWART, P.C.

20
21 By: _____

22 David A. Garcia

23 Jamie L. Hagerott

24 Attorney for Defendant RailPros Field Services, Inc.

1 APPROVED AS TO FORM ONLY AND AGREE TO BE
2 BOUND BY THIS AGREEMENT:

3 FERRARO VEGA EMPLOYMENT LAWYERS, INC.
4

5 By: _____

6 Nicholas J. Ferraro

7 Attorney for Plaintiffs Lance Tyler Dunn and Daniel Castro

8 JAMES HAWKINS APLC
9

10 By: _____

11 Gregory Mauro

12 Attorney for Plaintiffs Steven Muir and Fredrick Earnhart

13 THE SENTINEL FIRM, APC
14

15 By: _____

16 Seung L. Yang

17 Attorney for Plaintiff Juan Miguel Torres Valenzuela
18

19 OGLETREE, DEAKINS, NASH, SMOAK &
20 STEWART, P.C.

21 Signed by:

22 *Jamie L. Hagerott*

23 5C28711C6F7D488...

24 By: _____

25 David A. Garcia

26 Jamie L. Hagerott

27 Attorney for Defendant RailPros Field Services, Inc.
28