

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, CARLOS HUMBERTO
AREVALO and on behalf of all others similarly situated

DAVID R. ONGARO
KIRSTEN McNELLY BIBBES
SEAN GALVIN
ONGARO PC

1604 Union Street
San Francisco, CA 94123
dongaro@ongaropc.com
kbibbes@ongaropc.com
sgalvin@ongaropc.com

Attorneys for Defendant, GENERAL CLEANING SOLUTIONS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CARLOS HUMBERTO AREVALO, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

GENERAL CLEANING SOLUTIONS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: CGC-24-619201
[Related Case No.: CGC-24-620868]

[Assigned for all purposes to Honorable
Jeffrey S. Ross, in Dept. 613]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: October 23, 2024
Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Carlos Humberto Arevalo (“Plaintiff”) and defendant General Cleaning
3 Solutions, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant, captioned *Carlos Humberto Arevalo v. General Cleaning Solutions, Inc., et al.*, Case
8 No. CGC-24-619201, initiated on October 23, 2024, and pending in Superior Court of the State
9 of California, County of San Francisco.

10 1.2. “Administrator” means Apex Class Action, LLC (“Apex”), the neutral entity the Parties
11 have agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
15 Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employees” means all persons currently or formerly employed by Defendant
17 as nonexempt, hourly-paid employees during the PAGA Period in the State of California.

18 1.5. “Class” means all persons currently or formerly employed by Defendant as non-exempt,
19 hourly-paid employees during the Class Period in the State of California.

20 1.6. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, and Brandon M. Chang of
21 Bibiyan Law Group, P.C.

22 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
23 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
24 expenses, respectively, incurred to prosecute the Action.

25 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
26 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
27 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
28 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

1.12. “Class Period” means the period from October 23, 2020, through April 15, 2026.

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

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

1.15. “Court” means the Superior Court of California, County of San Francisco.

1.16. “Defendant” means the named defendant General Cleaning Solutions, Inc.

1.17. “Defense Counsel” means David R. Ongaro, Kirsten Mcnelly Bibbes, and Sean Galvin, of ONGARO PC.

1.18. “Effective Date” means the later of: (1) the Court has entered a Judgment on an Order Granting Final Approval of the Settlement; and (2) the Judgment is final, with the Judgment being final as of the latest of the following occurrences: the day after the deadline for filing a notice of appeal from the Judgment expires; or if a timely appeal from the judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur without changing the terms set forth in this agreement

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

///

1 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
2 of the Settlement.

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

5 1.22. "Gross Settlement Amount" means \$205,000.00 (Two Hundred Five Thousand Dollars
6 and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except
7 as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage
8 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay
9 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
10 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
11 Administrator's Expenses.

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

15 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of
16 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
17 Period.

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

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

21 1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
22 under Labor Code section 2699, subd. (i).

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

28 //

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

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, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from October 23, 2023 through the end of the Class Period.

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

1.33. “PAGA Notice” means plaintiff’s October 23, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$7,175.00) and the 65% to the LWDA (\$13,325.00) in settlement of PAGA claims.

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 Carlos Humberto Arevalo the named plaintiff in the Action.

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

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

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

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

1.41. “Released Parties” means: Defendant, Kevin Navarrete, and Defendant’s former, present, and future owners, parents, subsidiaries, affiliates, and related entities, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners,

shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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

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

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

2. RECITALS

2.1. On October 23, 2024, Plaintiff commenced this Action by filing a complaint against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition (the “Class Action”).

2.2. On October 23, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

2.3. On December 23, 2024, Plaintiff filed a separate representative action in the Superior Court of California for the County of San Francisco, Case No. CGC-24-620868, seeking PAGA

civil penalties against Defendant for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

2.4. On July 29, 2025, the PAGA Action was consolidated into the Class Action with the Class Action as the lead action (hereinafter, the “Action”).

2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) a sampling of time and payroll records for Class Members through mediation; (b) class data points; (c) wage and hour policy and practice documents; and (d) all documents pertaining to Plaintiff available to Defendant.

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

2.8. On January 21, 2026, the Parties participated in an all-day mediation presided over by Hon. Evelio M. Grillo. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.9. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$205,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to

submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$71,750.00 and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee

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

14 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
15 \$5,500.00 except for a showing of good cause and as approved by the Court. To the
16 extent the Administration Expenses are less or the Court approves payment less than
17 \$5,500.00, the Administrator will retain the remainder in the Net Settlement Amount. If
18 the Administrator seeks additional payment, the funds will be deducted from the Gross
19 Settlement Amount.

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

24 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
25 Class Member's Individual Class Payment will be allocated to settlement of
26 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
27 withholding and will be reported on an IRS W-2 Form. The 80% of each
28 Participating Class Member's Individual Class Payment will be allocated to

1 settlement of claims for interest and penalties (the “Non-Wage Portion”). The
2 Non-Wage Portions are not subject to wage withholdings and will be reported
3 on IRS 1099 Forms. Participating Class Members assume full responsibility
4 and liability for any employee taxes owed on their Individual Class Payment.

5 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
6 Class Payments. Non-Participating Class Members will not receive any
7 Individual Class Payments. The Administrator will retain amounts equal to
8 their Individual Class Payments in the Net Settlement Amount for distribution
9 to Participating Class Members on a pro rata basis.

10 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
11 \$20,500.00 to be paid from the Gross Settlement Amount, with 65% (\$13,325.00)
12 allocated to the LWDA PAGA Payment and 35% (\$7,175.00) allocated to the Individual
13 PAGA Payments.

14 3.2.5.1. The Administrator will calculate each Individual PAGA
15 Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share
16 of PAGA Penalties \$7,175.00 by the total number of PAGA Period Pay Periods
17 worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee’s PAGA Period Pay
19 Periods. Aggrieved Employees assume full responsibility and liability for any
20 taxes owed on their Individual PAGA Payment.

21 3.2.5.2. If the Court approves PAGA Penalties of less than the
22 amount requested, the Administrator will allocate the remainder to the Net
23 Settlement Amount. The Administrator will report the Individual PAGA
24 Payments on IRS 1099 Forms.

25 **4. SETTLEMENT FUNDING AND PAYMENTS**

26 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
27 to date, Defendant estimates there are 70 Class Members who collectively worked a total of 6,054
28 Workweeks, and 50 of Aggrieved Employees who worked a total of 1,821 PAGA Pay Periods.

1 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
2 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
3 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
4 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
5 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
6 employees who need access to the Class Data to effect and perform under this Agreement.
7 Defendant will promptly notify the Administrator and Class Counsel if it discovers a material
8 omission in the Class Data and will provide corrected or updated Class Data as soon as reasonably
9 feasible. The Parties and their counsel will use reasonable, good-faith efforts to resolve material
10 issues concerning missing or omitted Class Data based on records reasonably available to
11 Defendant.

12 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
13 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes on
14 the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator
15 no later than forty-five (45) calendar days after the Effective Date.

16 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
17 Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the
18 Individual Class Payments, the Administrator will mail checks for all Individual Class Payments,
19 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
20 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
21 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
22 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
23 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
24 Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
26 Individual PAGA Payments and send them to the Class Members via First Class U.S.
27 Mail, postage prepaid. The face of each check shall prominently state the date (not less
28 than 180 days after the date of mailing) when the check will be voided. The

1 Administrator will cancel all checks not cashed by the void date. The Administrator
2 will send checks for Individual Settlement Payments to all Participating Class Members
3 (including those for whom Class Notice was returned undelivered). The Administrator
4 will send checks for Individual PAGA Payments to all Aggrieved Employees including
5 Non-Participating Class Members who qualify as Aggrieved Employees (including
6 those for whom Class Notice was returned undelivered). The Administrator may send
7 Participating Class Members a single check combining the Individual Class Payment
8 and the Individual PAGA Payment. Before mailing any checks, the Settlement
9 Administrator must update the recipients' mailing addresses using the National Change
10 of Address Database.

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other
12 Class Members whose checks are returned undelivered without USPS forwarding
13 address. Within 7 days of receiving a returned check the Administrator must re-mail
14 checks to the USPS forwarding address provided or to an address ascertained through
15 the Class Member Address Search. The Administrator need not take further steps to
16 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
17 The Administrator shall promptly send a replacement check to any Class Member whose
18 original check was lost or misplaced, requested by the Class Member prior to the void
19 date.

20 4.4.3. For any Class Member whose Individual Class Payment check or Individual
21 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
22 shall transmit the funds represented by such checks to the California controller's
23 Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
24 Employee, thereby leaving no "unpaid residue" subject to the requirements of Cal. Civ.
25 Proc. § 384(b).

26 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
27 not obligate Defendant to confer any additional benefits or make any additional
28

1 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
2 specified in this Agreement.

3 **5. RELEASE OF CLAIMS**

4 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
5 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
6 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
7 Class Members, and Class Counsel will release claims against all Released Parties as follows:

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

21 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
22 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
23 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
24 which reads:

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

1 5.2. Release by Participating Class Members: For the duration of the Class Period, all
2 Participating Class Members, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
4 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
5 on the facts stated in the complaints filed in the Action, including, without limitation, claims for
6 failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or
7 premiums in lieu thereof, failure to provide rest periods or premiums in lieu thereof, failure to
8 reimburse business expenses, failure to provide accurate wage statements, failure to timely pay
9 wages upon separation, and unfair business practices, to the extent permitted by law. Participating
10 Class Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers' compensation, or claims based on facts occurring outside the
13 Class Period.

14 5.3. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
15 Employees are deemed to release, on behalf of themselves and their respective former and present
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
17 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
18 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including,
19 without limitation, claims for civil penalties under Labor Code sections 210, 226.3, 558, 1197.1,
20 and 2699, to the extent permitted by law.

21 **6. MOTION FOR PRELIMINARY APPROVAL**

22 Class Counsel will prepare and file a motion for preliminary approval ("Motion for
23 Preliminary Approval") that complies with the Court's current checklist for Preliminary
24 Approvals, after providing Defense Counsel a reasonable opportunity to review and comment.

25 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
26 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
27 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
28 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor

1 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
2 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
3 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
4 to its willingness to serve; competency; operative procedures for protecting the security of Class
5 Data; an agreement to defend and indemnify Counsel for any data breach; amounts of insurance
6 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
7 actual or potential conflicts of interest with Class Members; and the nature and extent of any
8 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration
9 from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant
10 to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from
11 each Class Counsel firm attesting to its competency to represent the Class Members; its timely
12 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
13 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)),
14 this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual
15 or potential conflict of interest with Class Members and the Administrator.

16 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing
17 and filing the Motion for Preliminary Approval after the full execution of this Agreement;
18 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in
19 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible
20 for delivering the Court’s Preliminary Approval to the Administrator.

21 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
23 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
24 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
25 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
26 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
27 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
28 Court’s concerns.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
3 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
4 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
5 payment of Administration Expenses. The Parties and their Counsel represent that they have no
6 interest or relationship, financial or otherwise, with the Administrator other than a professional
7 relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 state and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
13 468B-1.

14 7.4. Notice to Class Members

15 7.4.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state the
17 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
18 Class Data.

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

28 ///

1 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
3 using any forwarding address provided by the USPS. If the USPS does not provide a
4 forwarding address, the Administrator shall conduct a Class Member Address Search,
5 and re-mail the Class Notice to the most current address obtained. The Administrator
6 has no obligation to make further attempts to locate or send Class Notice to Class
7 Members whose Class Notice is returned by the USPS a second time.

8 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
10 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
11 notice is re-mailed. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class Data
15 and should have received Class Notice, the Parties will expeditiously meet and confer,
16 and in good faith, in an effort to agree on whether to include them as Class Members.
17 If the Parties agree, such persons will be Class Members entitled to the same rights as
18 other Class Members, and the Administrator will send, via email or overnight delivery,
19 a Class Notice requiring them to exercise options under this Agreement not later than
20 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
21 ever are later.

22 7.5. Requests for Exclusion (Opt-Outs).

23 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
24 must send the Administrator, by mail, a signed written Request for Exclusion not later
25 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
26 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
27 from a Class Member or his/her representative that reasonably communicates the Class
28 Member's election to be excluded from the Settlement and includes the Class Member's

name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

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

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

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge

the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Defense Counsel and Class Counsel will attempt to informally resolve any disputes with Class Members. If an agreement is not reached the Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement

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

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

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including

the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails. The administrator will take the website down 10 days after payments are mailed to the Class Members.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

1 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
2 Administrator's decision shall be final and not appealable or otherwise susceptible to
3 challenge.

4 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
5 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
6 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
7 due diligence and compliance with all of its obligations under this Agreement,
8 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
9 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
10 number of Requests for Exclusion from Settlement it received (both valid or invalid),
11 the number of written objections and attach the Exclusion List. The Administrator will
12 supplement its declaration as needed or requested by the Parties and/or the Court. Class
13 Counsel is responsible for filing the Administrator's declaration(s) in Court.

14 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide
16 Class Counsel and Defense Counsel with a final report detailing its disbursements by
17 employee identification number only of all payments made under this Agreement. At
18 least 7 days before any deadline set by the Court, the Administrator will prepare, and
19 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
20 Court attesting to its disbursement of all payments required under this Agreement. Class
21 Counsel is responsible for filing the Administrator's declaration in Court.

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

23 Based on its records, Defendant estimate that, as of the date of this Settlement Agreement,
24 (1) there are 70 Class Members and 6,054 Total Workweeks during the Class Period and (2) there
25 are 50 Aggrieved Employees who worked 1,821 Pay Periods during the PAGA Period.

26 8.1. Increase in Workweeks. Defendant represents that there are no more than 6,054
27 Workweeks worked during the Class Period. In the event the number of Workweeks worked
28 increases by more than 10%, (i.e., an additional 605 Workweeks worked for a total of 6,659

1 Workweeks), then the Gross Settlement Amount shall be increased proportionally by the
2 Workweeks worked in excess of 6,659 multiplied by the Workweek Value. The Workweek Value
3 shall be calculated by dividing the Gross Settlement Amount by 6,054. The Parties agree that the
4 Workweek Value amounts to approximately \$33.86 per Workweek (\$205,000/6,054
5 Workweeks). Thus, for example, should there be 7,000 Workweeks in the Class Period, then the
6 Gross Settlement Amount shall be increased by \$11,546.26 (7,000 Workweeks — 6,659
7 Workweeks x \$33.86/Workweek.) Alternatively, Defendant may elect to roll back the end of the
8 Class and PAGA Periods to the date in which 6,659 Workweeks are met. Defendant must
9 exercise its election to modify the end date of the Class and PAGA Periods pursuant to this
10 Paragraph at least 15 days before the first set Motion for Preliminary Approval. Any said election
11 may be reflected by declaration testimony, an addendum of the settlement, an amendment thereto,
12 or by giving written notice to Plaintiff's counsel and the Settlement Administrator by the deadline
13 specified herein. Under no other circumstances shall Defendant be required to pay more than the
14 Gross Settlement Amount except as provided for in this section.

15 **9. MOTION FOR FINAL APPROVAL**

16 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
17 final approval of the Settlement that includes a request for approval of the PAGA settlement
18 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
19 Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these
20 documents to Defense Counsel sufficiently in advance of filing the Motion for Final Approval to
21 permit a reasonable opportunity for review and comment. Class Counsel and Defense Counsel
22 will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning
23 the Motion for Final Approval.

24 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
25 by a Participating Class Member, including the right to file responsive documents in Court no
26 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
27 by the Court.

28 ///

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

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

13 9.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
14 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
15 modification of this Agreement (including, but not limited to, the scope of release to be granted
16 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
17 expeditiously work together in good faith to address the appellate court's concerns and to obtain
18 Final Approval and entry of Judgment, provided that Defendant will not be required to pay any
19 amount above the Gross Settlement Amount except as expressly provided in Paragraph 8.1 or
20 otherwise agreed by Defendant in writing. An appellate decision to vacate, reverse, or modify
21 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
22 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
23 as long as the Gross Settlement Amount remains unchanged

24 **10. AMENDED JUDGMENT**

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

27 ///

28 ///

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval or Final Approval, or does not enter Judgment, Defendant reserve the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. If, after reasonable, good-faith efforts, the Court finally declines to grant Preliminary Approval or Final Approval, this Agreement will be null and void and the Parties will be restored to their respective positions immediately before execution. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

7 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
9 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
10 ability to communicate with Class Members in accordance with Class Counsel’s ethical
11 obligations owed to Class Members.

12 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
19 its terms, and to execute non-material documents reasonably required to effectuate the terms of
20 this Agreement. Neither counsel is authorized to agree to any material amendment or increased
21 monetary obligation on behalf of a Party without that Party’s express written consent.

22 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use
23 reasonable, good-faith efforts to implement the Settlement by, among other things, modifying
24 the Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution. No modification may increase the Gross

1 Settlement Amount, expand Defendant's obligations, or materially alter the releases without
2 Defendant's express written consent.

3 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
8 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
10 Part 10, as amended) or otherwise.

11 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed or agreed to by all
13 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
14 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
15 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
16 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
17 behalf of the Parties once fully executed, but no previously provided signature may be reused on
18 a materially amended Agreement without the signatory's express written authorization.

19 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

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

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

27 ///

28 ///

1 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive
3 the execution of this Agreement

4 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
5 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
6 in connection with the mediation, other settlement negotiations, or in connection with the
7 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
8 be used in any way that violates any existing contractual agreement, statute, or rule of court.

9 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
12 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

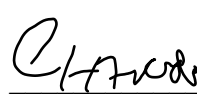
15 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
16 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
17 be accepted as an original. All executed counterparts and each of them will be deemed to be one
18 and the same instrument if counsel for the Parties will exchange between themselves signed
19 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
20 and contents of this Agreement.

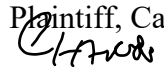
21 11.18. Severability. In the event that one or more of the provisions contained in this Agreement
22 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
23 illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel
24 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
25 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
26 Agreement.

27 **IT IS SO AGREED:**

28 [SIGNATURE PAGE FOLLOWS]

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



Plaintiff, Carlos Humberto Arevalo


08/12/2026

For Defendant, General Cleaning Solutions, Inc.

AGREED AS TO FORM ONLY:

David D. Bibiyan

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

08/12/2026

David R. Ongaro
Kirsten Mcnelly Bibbes
Counsel for Defendant

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

Kevin Navarrete

Plaintiff, Carlos Humberto Arevalo

Signed by:



12F2C8EEA66E486...

For Defendant, General Cleaning Solutions, Inc.

AGREED AS TO FORM ONLY:



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

David R. Ongaro
Kirsten Mcnelly Bibbes
Counsel for Defendant