

Kane Moon (SBN 249834)  
Allen Feghali (SBN 301080)  
Hyunjin Kim (SBN 345518)  
**MOON LAW GROUP, PC**  
725 S. Figueroa St., 31<sup>st</sup> Floor  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125  
Email: kmoon@moonlawgroup.com  
Email: afeghali@moonlawgroup.com  
Email: hkim@moonlawgroup.com

*Attorneys for Plaintiff Gabriel Aguilar*

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET

GABRIEL AGUILAR, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

ENVIRONMENTS PLUS, INC.; and DOES 1  
through 10, inclusive,

Defendants

Case No.: 25STCV09110

CLASS ACTION

[Hon. William F. Highberger, Dept. 10]

**AMENDED CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT AND CLASS  
NOTICE**

Complaint filed: October 21, 2024  
Trial date: Not set

**MELMED LAW GROUP P.C.**

Jonathan Melmed (SBN 290218)

jm@melmedlaw.com

Lynsey D. Johnson (SBN 314287)

lj@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

*Attorneys for Plaintiff Jesus Ramos Rios*

David R. Markham (SBN 71814)

dmarkham@markham-law.com

Lisa R. Brevard (SBN 323391)

lbrevard@markham-law.com

**THE MARKHAM LAW FIRM**

888 Prospect Street, Suite 200

La Jolla, CA 92037

Telephone: (619) 399-3995/Facsimile: (619) 323-1684

*Attorneys for Defendant ENVIRONMENTS PLUS, INC.*

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Gabriel Aguilar and Jesus Ramos Rios (“Plaintiffs”), as individuals and on behalf of the putative class, the State of California and the allegedly aggrieved employees, and defendant Environments Plus, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant (originally improperly named as Environmental Plus, Inc.) captioned *Gabriel Aguilar v. Environments Plus, Inc.*, initiated on October 21, 2024 and pending in Superior Court of the State of California, County of Los Angeles, Case Number 25STCV09110 (transferred from San Mateo Superior Court Case No. 24-CIV-06625) (“*Aguilar* Action”), as amended pursuant to this agreement to include all claims alleged in *Jesus Ramos Rios v. Environments Plus, et al.*, Los Angeles Superior Court Case No. 25STCV09465 (“*Rios* Action”).
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Hyunjin Kim of Moon Law Group, PC and Jonathan Melmed and Lynsey D. Johnson of Melmed Law Group, PC.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees up to 1/3 of the Gross Settlement Amount and out of pocket litigation expenses up to \$20,000.00, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information which Defendant will make best efforts to compile from its records, including the Class Member’s name, last-known mailing address, Social Security number, to the extent available, and a reasonable approximation of the number of Class Period Workweeks and PAGA Pay Periods.
- 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, to be mailed to Class Members in English with a Spanish translation, 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 21, 2020, to the date preliminary approval is granted, unless Defendant makes an election in its sole discretion pursuant to Paragraph 8. Plaintiffs acknowledge that October 21, 2020 is the first date on which Plaintiffs may assert any claim in the Actions under the applicable statute of limitations.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint as amended for settlement purposes pursuant to Paragraph 2.3 in the Action, who are seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payment up to \$7,500.00 each, subject to Court approval, to the Class Representatives for initiating the Action and providing

services in support of the Action, and providing a general release of claims.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named Defendant Environments Plus, Inc.

1.17. “Defense Counsel” means David Markham and Lisa Brevard of The Markham Law Firm.

1.18. “Effective Date” means the date on which the latest of the following events occurs: a) the period for filing any appeal, writ, or other appellate proceeding challenging the Court’s order granting Final Approval of the settlement and Final Judgment has expired without any such appeal, writ, or other appellate proceeding having been filed; (b) when any appeal, writ, or other appellate proceeding challenging the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other appellate proceeding has upheld the Court’s Final Approval Order with no right to pursue further remedies or relief.

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

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$295,000.00 (Two Hundred Ninety-Five Thousand Dollars and Zero Cents) which is the maximum amount Defendant shall pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement shall be paid in two installments as provided in Paragraph 4.2. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. The Gross Settlement Amount and payment structure in installment payments are material terms of the Agreement and shall not be increased or changed for any reason, except as to the Gross Settlement Amount at Defendant’s sole discretion pursuant to the Escalator Clause (Paragraph 8 below) contained herein. If the Court requires an increase to the Gross

Settlement Amount or changes to the terms of the settlement payments as provided herein, Defendant shall have the right to void the Agreement.

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

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

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

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

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

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

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.

1.31. “PAGA Period” means the period from October 20, 2023 to the date of preliminary approval, unless Defendant makes an election in its sole discretion pursuant to Paragraph 8.

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

1.33. “PAGA Notices” mean Plaintiff Aguilar’s October 20, 2024 and December 13, 2024 letters, and Plaintiff Rios’ April 1, 2025, 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 (\$10,325.00) and the 65% to LWDA (\$19,175.00) 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. "Plaintiffs" means Gabriel Aguilar and Jesus Ramos Rios, the named plaintiffs 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 5.3 below.
- 1.41. "Released Parties" means: Defendant and Apple Inc., any for each of them, their current or former parents, successors, predecessors, affiliates, subsidiaries or related entities, and any of their current or former owners, officers, directors, members, shareholders, managers, managing agents, human resources representatives, employees, agents, contractors, parties from whom it holds contracts and/or has provided contractual goods and/or services, insurers, insurance carriers, representatives, and attorneys.
- 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 60 days after the Administrator mails Notice to putative Class Members and allegedly 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 14

calendar days beyond the Response Deadline.

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

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## **2. RECITALS.**

2.1. On October 21, 2024, Plaintiff Gabriel Aguilar commenced this Action in the Superior Court of the State of California, for the County of San Mateo, by filing a Complaint alleging causes of action against Environments Plus, Inc. (erroneously sued as Environmental Plus, Inc.) for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Indemnify Necessary Business Expenses; Failure to Timely Pay Final Wages at Termination; Failure to Provide Accurate Itemized Wage Statements; and Unfair Business Practices (this Action, or the “*Aguilar* Action”). On January 2, 2025, Plaintiff Aguilar filed a doe amendment to correct the Defendant’s name. On February 18, 2025, Plaintiff Aguilar filed a First Amended Complaint adding a cause of action against Defendant under the Private Attorneys General Act of 2004 (“PAGA”). On March 28, 2025, the Action was transferred from the County of San Mateo to the County of Los Angeles, where it is currently pending.

On April 1, 2025, Plaintiff Jesus Ramos Rios filed a class action complaint against Environments Plus, Inc. and Apple Inc., for Failure to pay all minimum wages; Failure to pay all overtime wages; Failure to pay accrued vacation wages; failure to provide rest periods and pay missed rest period premiums; Failure to provide meal periods and pay meal period premiums; Failure to maintain accurate employment records; Failure to pay wages timely during employment; Failure to pay all wages earned and unpaid at separation; Failure to indemnify all necessary business expenses; Failure to furnish accurate itemized wage statements, Failure to pay sick leave, and Violations of California’s Unfair Competition Law (the “*Rios* Action”).



- 2.2. Pursuant to Labor Code section 2699.3 subd. (a), Plaintiff(s) gave written notice to Defendant, Apple Inc. and the LWDA by sending the PAGA Notices.
- 2.3. Pursuant to this Settlement and for purposes of settlement only (see Paragraph 6.1 below), a Second Amended Complaint (the Operative Settlement Complaint) subject to a form to be approved by Defendant, shall be filed which adds Plaintiff *Rios* as a second class representative in the *Aguilar* Action and includes all claims alleged in the *Rios* Action. Defendant need not file a responsive pleading to the Operative Settlement Complaint. The separate *Rios* action, including all parties (including Apple Inc.) and claims alleged therein, will be dismissed with prejudice upon final approval of the settlement. Pending settlement approval, the separate *Rios* Action will be stayed.
- 2.4. Defendant and Apple Inc. has denied and continues to deny all of the allegations made by Plaintiffs in the Actions, and has denied and continues to deny that they are liable or owes any damages, penalties or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Actions. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiffs' claims, and contends that, during all relevant times, it complied with all applicable California and federal laws. The Parties agree that Apple Inc expressly denies that Plaintiffs or putative class members were employees of Apple Inc.
- 2.5. On May 6, 2025, the Parties participated in an all-day mediation presided over by Michael Ludwig, Esq. which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, policy documents regarding Defendant's wage and hour policy, employee handbooks, schedules, and a sample of the employees' time and pay records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").
- 2.7. The Court has not granted class certification. The Parties agree to stipulate to class action certification for purposes of the settlement only. If, for any reason, the

settlement is not approved, the stipulation to certification will be void, and Defendant shall have the full opportunity to file any motion to challenge class certification or any motion to challenge the manageability of PAGA claims. The Parties further agree that certification for purposes of the settlement is not an admission that class action or representative action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class or representative action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the terms of the Agreement.

2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending court 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 below, Defendant shall pay \$295,000.00 and no more as the Gross Settlement Amount, in two installments as provided in Paragraph 4.2, with the sole exception of the employer's contribution of payroll taxes owed on the Wage Portions of the Individual Class Payments, which Defendant will pay outside the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the 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 Order:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 each (for a total of

\$15,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for the Class Representative Service Payment that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days 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 to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. Plaintiffs shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment of the Class Representative Service Payment. The Court's approval of the Class Representative Service Payment is not a material term of the Agreement and shall not be grounds for Plaintiffs or Class Counsel to file an appeal. The Parties agree that a denial or reduction by the Court of the requested Class Representative Service Payment is not a basis for rendering the entire Agreement voidable or unenforceable.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, currently estimated to be \$98,333.33 and may change subject to Paragraph 8, and a Class Counsel Litigation Expenses Payment of reasonable out-of-pocket expenses incurred, not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not

exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days 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 for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments. The Class Counsel Fees Payment and Litigation Expenses Payment are not material terms of the Agreement. The Court's approval of a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment in an amount less than requested shall not be grounds for Plaintiffs or Class Counsel to file an appeal. If the Court reduces the amount of the Class Counsel Fees Payment and/or Litigation Expenses Payment, all other terms of this Agreement shall remain in effect.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,000.00, the Administrator will retain the remainder in the Net Settlement Amount, to be distributed to Participating Class Members.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked

by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Participating Class Members shall be solely and legally responsible for paying all other applicable taxes on their respective share of the Net Settlement Amount and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$29,500.00 to be paid from the Gross Settlement Amount, with 65% (\$19,175.00) allocated to the LWDA PAGA Payment and 35% (\$10,325.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$10,325.00 by the total number of PAGA Period Pay Periods

worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

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

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

4.1. Class Data. Not later than 30 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, to the extent practicable, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant to the Administrator as follows: The first half, One Hundred Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$147,500.00) payable within fourteen (14) calendar days after the Effective Date and the second half, One Hundred Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$147,500.00) payable within thirteen months after the Effective Date. Defendant shall have no obligation to fund the Gross Settlement Amount until dismissal with prejudice of the *Rios* Action pursuant to this Agreement.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the first portion of the Gross Settlement Amount, the Administrator will mail checks for Individual Class Payments, Class Representative Service Payments, and the Individual PAGA Payments (to the extent funds are available to cover the full amount of Individual PAGA Payments from the First Installment). Within 14 calendar days after Defendant funds the Second Installment of the Gross Settlement Amount, the Administrator will mail checks for the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the balance of any payment not completed from the First Installment (i.e. the Individual PAGA Payments) as outlined above, if applicable.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained

1 through the Class Member Address Search. The Administrator need not take  
2 further steps to deliver checks to Class Members whose re-mailed checks are  
3 returned as undelivered. The Administrator shall promptly send a replacement  
4 check to any Class Member whose original check was lost or misplaced, if  
5 requested by the Class Member prior to the void date.

6 4.3.3. For any Class Member whose Individual Class Payment check or  
7 Individual PAGA Payment check is uncashed and cancelled after the  
8 void date, the Administrator shall transmit the funds represented by such  
9 checks to the California Controller's Unclaimed Property Fund in the  
10 name of the Class Member thereby leaving no "unpaid residue" subject  
11 to the requirements of California Code of Civil Procedure Section 384  
12 subd. (b).

13 4.3.4. In the event a Participating Class Member or Participating PAGA Member fails  
14 to cash/deposit his or her Individual Class Payment check and/or Individual  
15 PAGA Payment check, for whatever reason, that person shall nevertheless  
16 remain bound by the Class Settlement and, if applicable, the PAGA Release.

17 4.3.5. Neither the terms of this Settlement nor any of the amounts paid to Plaintiffs or  
18 any Class Member shall have any effect on the eligibility or calculation of any  
19 employee benefits under Defendant's benefit plans. Any Individual Class  
20 Payments or Individual PAGA Payments paid under the Settlement will not be  
21 utilized to calculate any additional benefits, vesting or credit under any bonus or  
22 compensation plan, employee pension benefit plan, employee welfare benefit  
23 plan, and/or any other employer program or policy. It is the intent of the Parties  
24 that the Individual Class Payments and Individual PAGA Payments provided  
25 for in this Agreement are the sole payments to be made by Defendant to Class  
26 Members and others in connection with this Settlement, and that the Class  
27 Members and Aggrieved Employees are not entitled to any new or additional  
28 compensation or benefits as a result of having received the Individual Class



Payments and/or Individual PAGA Payments.

5. **RELEASES OF CLAIMS.** Upon funding of the Gross Settlement Amount, Plaintiffs, Class Members, Aggrieved Employees, the State of California, the LWDA, and Class Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiffs' Release.** Upon funding of the First Installment of the Gross Settlement Amount, and as a condition of receiving any portion of the Class Representative Service Payments, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement, including but not limited to claims arising from or related to their employment with Defendant, their termination (if applicable), their compensation while in Defendant's employ, and all other dealings they may have had with the Released Parties. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs do

not know or suspect to exist in their favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. For clarity, this release does not apply to claims that cannot be released as a matter of law, such as disability or workers' compensation, nor to any claims that arise after execution of this Agreement.

5.2. Released Class Claims by Participating Class Members: Upon funding of the First Installment of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Released Parties from any and all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the complaints in the Actions, including the Operative Complaint as amended for settlement purposes, and PAGA letters in the Actions during the Class Period, including but not limited to, all claims under California Labor Code §§ 200-204, 206.5, 210, 216, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 248.5, 248.6, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, 2926, 2927 as well as any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 et seq. (including but not limited to §§ 11040, 11050, 11070), the California Unfair Competition Law, California Business & Professions Code §§ 17200, et seq., Civil Code sections 1021.5, 3287 and 3289, and any remedies for any of the claims described herein, including, damages, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, attorneys' fees and costs.

5.3. PAGA Release by the State of California and the California Labor and Workforce Development Agency (LWDA) and Plaintiffs: Upon full funding of the Gross Settlement Amount, Plaintiffs and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release the Released Parties from all claims for PAGA penalties, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the complaints in the Actions, including the Operative Complaint as

amended for settlement purposes, and PAGA letters in the Actions during the PAGA Period, including but not limited to, all claims under California Labor Code §§ 200-204, 206.5, 210, 216, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 248.5, 248.6, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, 2926, 2927 as well as any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 et seq. (including but not limited to §§ 11040, 11050, 11070), the California Unfair Competition Law, California Business & Professions Code §§ 17200, et seq., violations under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, 2699 et seq., Civil Code sections 1021.5, 3287 and 3289, and any remedies for any of the claims described herein, including, damages, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, attorneys' fees and costs.

5.4. Release By The State Of California. Upon the Effective Date, Plaintiffs, the Aggrieved Employees, and the State of California (including but not limited to the LWDA) fully and finally release and forever discharge the Released Parties from any and all Released PAGA Claims arising during the PAGA Period. As a result of this release, Plaintiffs, the Aggrieved Employees, and the State of California (including but not limited to the LWDA) will not be able to bring a claim or seek civil penalties based on the Released PAGA Claims that took place during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs and Class Counsel agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval. Defendant shall be provided a reasonable opportunity to review and comment upon the Preliminary Approval documents prior to filing (at least 5 business days).

6.1. Amendment to add Second Class Representative and all Claims And Facts Alleged In Rios Action to the Aguilar Action and Dismissal of Rios Action. Concurrently or in advance of seeking preliminary approval, Plaintiffs will prepare and send Defendant a draft of a stipulation seeking leave from the Court in the *Aguilar* Action to file a Second Amended

Complaint adding Plaintiff Jesus Ramos Rios as a second class representative and adding all claims alleged in the *Rios* Action. The separate *Rios* Action, including all parties and claims alleged therein, will be dismissed with prejudice upon Final Approval. Pending settlement approval, the separate *Rios* Action will be stayed.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel, if applicable; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and

filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Defendant shall be provided a reasonable opportunity to review and comment upon the motion. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to discuss possible modification to the Agreement and/or to otherwise satisfy the Court's concerns. Nothing herein shall bind the Parties in the event the Court requires a material change to the terms of the Agreement.

## 7. SETTLEMENT ADMINISTRATION.

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

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation

section 468B-1.

7.4. Notice to Class Members.

- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class

Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed).

A valid Request for Exclusion must: (a) state the case name and number of this Action; (b) provide the Class Member's name (and former names, if any), current address, current telephone number, and last four digits of his or her Social Security number; and (c) clearly state that the Class Member wishes to be excluded from the Class Settlement. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed null, void, and ineffective. If there is a dispute regarding the timeliness or validity of a Request for Exclusion, the Settlement Administrator shall make the determination, after consultation with Class Counsel and Defense Counsel.

7.5.2. 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 and/or whether the Participating Class Member actually receives their settlement check(s).

7.5.3. 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or 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. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges, if applicable.

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



1 Payment.

2 7.7.2. A timely and valid written objection to the Settlement (i.e., Notice of Objection)  
3 must be sent to the Settlement Administrator and postmarked by the Response  
4 Deadline. A Notice of Objection shall be deemed to be submitted as of the  
5 postmarked date. To be a valid objection, the Notice of Objection must include  
6 the following: (i) the case name and number of the Action; (ii) the objector's  
7 full name, signature, address, telephone number, and last four digits of the  
8 Social Security Number of the Class Member submitting the Notice of  
9 Objection; (iii) a written statement of all grounds for the objection accompanied  
10 by any legal support for such objection; (iv) copies of any papers, briefs, or  
11 other documents upon which the objection is based; and (v) a statement whether  
12 the objector intends to appear at the Final Approval Hearing. If the objector is  
13 represented by counsel, statement shall include the name, address, and  
14 telephone number of their counsel.

15 7.7.3. In the alternative, Participating Class Members may appear in Court (or hire an  
16 attorney to appear in Court) to present verbal objections at the Final Approval  
17 Hearing. A Participating Class Member who elects to send a written objection to  
18 the Administrator must do so not later than 60 days after the Administrator's  
19 mailing of the Class Notice (plus an additional 14 days for Class Members whose  
20 Class Notice was re-mailed).

21 7.7.4. Non-Participating Class Members have no right to object to the Settlement.

22 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
23 performed or observed by the Administrator contained in this Agreement or otherwise.

24 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish  
25 and maintain and use an internet website to post information of interest to Class  
26 Members including the date, time and location for the Final Approval Hearing and  
27 copies of the Settlement Agreement, Motion for Preliminary Approval, the  
28 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the

1 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses  
2 Payment and Class Representative Service Payment, the Final Approval Order and  
3 the Judgment. The Administrator will also maintain and monitor an email address  
4 and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

14 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
15 reports to Class Counsel and Defense Counsel that, among other things, tally the  
16 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,  
17 Requests for Exclusion (whether valid or invalid) received, objections received,  
18 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks  
19 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly  
20 Report”). The Weekly Reports must include the Administrator’s assessment of the  
21 validity of any Requests for Exclusion and attach copies of all Requests for  
22 Exclusion and objections received.

23 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
24 address and make final decisions, after consultation with Defense Counsel,  
25 consistent with the terms of this Agreement on all Class Member challenges over  
26 the calculation of Workweeks. The Administrator’s decision shall be final and not  
27 appealable or otherwise susceptible to challenge.

28 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which

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

11 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator  
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide  
13 Class Counsel and Defense Counsel with a final report detailing its disbursements  
14 by employee identification number only of all payments made under this  
15 Agreement. At least 15 days before any deadline set by the Court, the  
16 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
17 signed declaration suitable for filing in Court attesting to its disbursement of all  
18 payments required under this Agreement. Class Counsel is responsible for filing  
19 the Administrator's declaration in Court.  
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1     **8.     CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]** Based on its records,  
2     Defendant estimates that there are approximately 14,750 Workweeks in the Class Period. If the  
3     actual number of Workweeks exceeds this amount by more than 15% – that is, if there are 16,964  
4     or more Workweeks– then, Defendant shall have the option in its sole discretion to either: (a)  
5     increase the Gross Settlement Amount proportionately for each additional workweek worked by  
6     Class Members over 16,964 workweeks; or (b) agree that the Class Period and the PAGA Period  
7     shall cut off as of the date the number of workweeks worked by Class Members is up to 16,963.  
8     Defendant shall inform Plaintiffs’ Counsel of its election prior to the hearing for Preliminary  
9     Approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7.5% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven calendar days after the Administrator sends the final Exclusion List to Defense Counsel. These rights to withdraw are material terms of the Agreement and Defendant has the right, at its sole option, to withdraw from this Agreement if either of these material terms are not approved by the Court.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. **Duty to Cooperate.** If the Court does not grant Final Approval, the Parties will expeditiously work together in good faith to confer regarding the Court's concerns. Nothing herein shall bind the Parties in the event the Court requires a material change to the terms of the Agreement. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, Plaintiffs, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final pursuant to Paragraph 1.18.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to confer regarding any comments and/or concerns from the Court regarding the Agreement. Nothing herein shall bind the Parties in the event the Court requires a material change to the terms of the Agreement. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the

Gross Settlement Amount remains unchanged.

**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 Plaintiffs 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, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. 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. Plaintiffs, 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. Plaintiffs, 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, with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

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

11.5 Parties’ Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is agreed that Participating Class Members are so numerous that it is impossible or impractical to have each Participating Class Member execute this Agreement. It is agreed that this Agreement may be executed on behalf of Participating Class Members and by Plaintiffs and Class Counsel.

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



Court for resolution. Notwithstanding this paragraph to work together in good faith, except as otherwise stated in this Agreement, all terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

11.7. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Agreement shall be rendered null and void, and any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning. In such a case, this Agreement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil or administrative action against Defendant or any of the other Released Parties.

11.8. No Prior Assignments or Undisclosed Liens. Plaintiffs represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Class Claims, Released PAGA Claims, or the attorneys' fees and costs to be paid pursuant to this Agreement. Plaintiffs further represent and warrant that there are not any liens or claims against any of the amounts to be paid by Defendant pursuant to this Agreement. Plaintiffs agree to defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

11.9. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing this Agreement, they will not request to be excluded from this Settlement, and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

11.10. Plaintiffs' Representation. Plaintiffs represent and warrant that besides the Actions, they have not filed and will not file any other lawsuit, administrative claim or action,

1 arbitration, demand, or other action of any kind against Defendant or the Released  
2 Parties. Plaintiffs represent and warrant that their only pending claims against  
3 Defendant or the Released Parties are included in the Actions.

4 11.11. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are  
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be  
6 relied upon as such within the meaning of United States Treasury Department Circular 230  
7 (31 CFR Part 10, as amended) or otherwise. Specifically, the Parties acknowledge and  
8 agree that (i) no provision of this Agreement, and no written communication or disclosure  
9 between or among the Parties, Class Counsel or Defense Counsel and other advisors, is or  
10 was intended to be, nor shall any such communication or disclosure constitute or be  
11 construed or be relied upon as, tax advice within the meaning of United States Treasury  
12 Department Circular 230 (31 CFR Part 10, as amended); (ii) the acknowledging party (a)  
13 has relied exclusively upon his, her, or its own, independent legal and tax counsel for  
14 advice (including tax advice) in connection with this Agreement, (b) has not entered into  
15 this Agreement based upon the recommendation of any other party or any attorney or  
16 advisor to any other party, and (c) is not entitled to rely upon any communication or  
17 disclosure by any attorney or advisor to any other party to avoid any tax penalty that may  
18 be imposed on the acknowledging party; and (iii) no attorney or advisor to any other party  
19 has imposed any limitation that protects the confidentiality of any such attorney's or  
20 advisor's tax strategies (regardless of whether such limitation is legally binding) upon  
21 disclosure by the acknowledging party of the tax treatment or tax structure of any  
22 transaction, including any transaction contemplated by this Settlement.

23 11.12. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
24 modified, changed, or waived only by an express written instrument signed by all Parties  
25 or their representatives, and approved by the Court.

26 11.13. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
27 benefit of, the successors of each of the Parties.

28 11.14. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

11.17. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 30 calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

11.20. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third

business day after mailing by United States mail, or the day sent by email or messenger,  
addressed as follows:

To Plaintiffs:

Kane Moon (SBN 249834)  
Allen Feghali (SBN 301080)  
Hyunjin Kim (SBN 345518)  
**MOON LAW GROUP, PC**  
725 S. Figueroa St., 31<sup>st</sup> Floor  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125  
Email: kmoon@moonlawgroup.com  
Email: afeghali@moonlawgroup.com  
Email: hkim@moonlawgroup.com

**MELMED LAW GROUP P.C.**  
Jonathan Melmed (SBN 290218)  
jm@melmedlaw.com  
Lynsey D. Johnson (SBN 314287)  
lj@melmedlaw.com  
1801 Century Park East, Suite 850  
Los Angeles, California 90067  
Phone: (310) 824-3828  
Fax: (310) 862-6851

To Defendant:  
David R. Markham (SBN 71814)  
dmarkham@markham-law.com  
Lisa R. Brevard (SBN 323391)  
lbrevard@markham-law.com  
**THE MARKHAM LAW FIRM**  
888 Prospect Street, Suite 200  
La Jolla, CA 92037  
Telephone: (619) 399-3995/Facsimile: (619) 323-1684

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

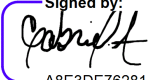
11.22. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in both the *Aguilar* and *Rios* Actions shall be stayed, except to effectuate the terms of this Agreement.

11.23. Enforcement of Settlement (Code Civ. Proc. § 664.6). The Parties agree that the Court shall retain continuing jurisdiction over this Action and over the Parties to enforce all terms of this Settlement Agreement pursuant to California Code of Civil Procedure section 664.6, including without limitation the Court's authority to enter judgment consistent with the terms of this Settlement Agreement and to resolve any disputes arising under or related to the interpretation, performance, or enforcement of this Settlement Agreement.

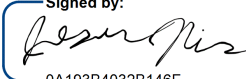
**IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:**

**Plaintiffs & Class Representatives:**

Dated: 4/7/2026

Signed by:   
A8E3DE762814414...  
By: \_\_\_\_\_  
GABRIEL AGUILAR

Dated: 4/8/2026

Signed by:   
0A193B4032B146F...  
By: \_\_\_\_\_  
JESUS RAMOS RIOS

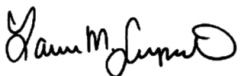
**Plaintiffs' Counsel: [approving as to form only]**

Dated: 4/7/2026

MOON LAW GROUP, PC  
  
By: \_\_\_\_\_  
Kane Moon  
Allen Feghali  
Hyunjin Kim  
Attorneys for Plaintiff

Dated: April 8, 2026

MELMED LAW GROUP, PC

By:   
Laura Supanich  
Attorneys for Plaintiff

**Defendant:**

Dated:

ENVIRONMENTS PLUS, INC.

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Defendant's Counsel: [approving as to form only]**

Dated: \_

THE MARKHAM LAW FIRM

By: \_\_\_\_\_  
David R. Markham  
Lisa R. Brevard  
Attorneys for Defendant Environments Plus, Inc.

1  
2  
3 Dated:

MELMED LAW GROUP, PC

4  
5 By:

6 Attorneys for Plaintiff  
7

8 **Defendant:**

9 Dated: Apr 6, 2026

ENVIRONMENTS PLUS, INC.

10  
11 By: Mark Cordell

Print Name

12  
13 

Mark Cordell Jr. (Apr 6, 2026 15:07:51 CDT)

Signature

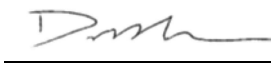
14  
15 President

Title

16  
17 **Defendant's Counsel: [approving as to form only]**

18 Dated: 03/31/2026

THE MARKHAM LAW FIRM

19  
20 By: 

David R. Markham

Lisa R. Brevard

Attorneys for Defendant Environments Plus, Inc.  
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