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Attorneys for Plaintiff SEBASTIAN CRUZ,
on behalf of himself and others similarly
situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

SEBASTIAN CRUZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

VINFAST AUTO, LLC, a Delaware Limited
Liability Company; and DOES 1 to 10, inclusive,

Defendant.

CASE NO. 24STCV27896
Assigned to Hon. Elihu M. Berle Dept. 6

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

Complaint filed May 28, 2025

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 plaintiff Sebastian Cruz (“Cruz” or “Plaintiff”) and defendant VinFast Auto, LLC (“VinFast” or
3 “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually
4 as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Actions” means the Plaintiff’s class action and PAGA lawsuits collectively alleging wage
7 and hour violations against Defendant captioned Sebastian Cruz v. VinFast Auto, LLC, No.
8 24STCV27896 (“class action”) initiated on October 24, 2024 and pending in Superior Court of the State
9 of California, County of Los Angeles and Sebastian Cruz v. VinFast Auto, LLC, Case No. 25STCV15759
10 (“PAGA action”) (collectively, “the Actions”) initiated on May 28, 2025.

11 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
12 appoint to administer the Settlement.

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

17 1.4 “Aggrieved Employee” means all current and former non-exempt employees of Defendant
18 who worked within the State of California at any time during the PAGA Period.

19 1.5 “Class” means all current and former non-exempt employees of Defendant who worked
20 within the State of California at any time during the Class Period.

21 1.6 “Class Counsel” means Marcus Bradley and Theodore Chase of Bradley/Grombacher,
22 LLP.

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

26 1.8 “Class and PAGA Data” means Class Member and Aggrieved Employee identifying
27 information in Defendant’s possession that include the Class Member’s full name, last-known mailing
28 address, last-known home telephone number; Social Security number, and number of Class Period

Workweeks and number of PAGA Periods Pay Periods worked.

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 with a Vietnamese 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 24, 2020 to October 28, 2025.

1.13 “Class Representative” means the named Plaintiff in the First Amended 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 Los Angeles.

1.16 “Defendant” means named Defendant VinFast Auto, LLC.

1.17 “Defense Counsel” means John Egley and Peter Choi of Call & Jensen, LLP.

1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a judgment on its order granting final approval of this settlement; and (b) the judgment is final. The judgment is final as of the latest of the following occurrences: (a) if no participating Class Member objects to the Settlement, the day the Court enters judgment; (b) if one or more participating Class Members objects to this settlement, the day after the deadline for filing a notice of appeal from the judgment with no Class Member having filed a timely notice of appeal from the judgment; or if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment without modification and issues a remittitur, provided no timely requests for review have been filed to review the appellate court’s order affirming the

judgment

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 Four Hundred Thousand Dollars, \$400,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. 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 Expenses, Class Representative Service Payment and the Administration Expense Payment.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks 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 Workweeks 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, subdivision (i).

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payment, 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 March 24, 2024, to October 28, 2025.

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

1.33 “PAGA Notice” means Plaintiff’s October 24, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (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 (\$14,000.00) and the 65% to LWDA (\$26,000.00) 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 Sebastian Cruz, 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 5.3 below.

1.41 “Released Parties” means (i) Defendant; (ii) each of Defendant’s respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; (iii) the past, present and future shareholders, managers, officers, partners, members, agents, contractors, employees, attorneys, insurers, predecessors, acquirors, successors and assigns of any of the foregoing; and (iv) any other individual or entity that could be jointly liable with any of the foregoing.

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 Class

Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail their 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 calendar days beyond the Response Deadline.

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

1.45 “Workweek” means any week (whether full or partial) during which a Class Member worked for Defendant during the Class Period.

2. RECITALS.

2.1 On October 24, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198; (2) Failure to Pay All Wages and Minimum Wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198; (3) Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516, and 1198; (4) Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, 1198; (5) Failure to Provide Sick Pay at the Regular Rate in Violation of Labor Code § 246; (6) Failure to Timely Pay Wages During Employment in Violation of Labor Code § 204; (7) Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203; (8) Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174; and (9) Violations of California Business & Professions Code §§ 17200, et seq. (the “Operative Class Action Complaint”). On May 28, 2025, Plaintiff filed a PAGA-only Complaint seeking civil penalties under the PAGA, Labor Code §§ 2698, et seq. (the “Operative PAGA Complaint”). Defendant denies the allegations in the Operative Class Action and Operative PAGA Complaints, denies any failure to comply with the laws identified in in the Operative Class Action and PAGA Complaints and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff contends that he gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On August 28, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl. The parties reached a preliminary agreement memorialized by a Memorandum of Understanding,

1 which led to this Agreement to settle the Action.

2 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, information such as
3 employee handbooks, payroll calendars, meal and rest period break policies and procedures, and
4 anonymized time and pay records for a 15% sample of the putative class members. Plaintiff's investigation
5 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)
6 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
7 ("*Dunk/Kullar*").

8 2.5 The Court has not granted class certification.

9 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
10 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

11 3. MONETARY TERMS.

12 3.1 Gross Settlement Amount. Defendant promises to pay Four Hundred Thousand Dollars,
13 \$400,000.00, and no more as the Gross Settlement Amount and to separately pay any and all employer
14 payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
15 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of
16 this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or
17 requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of
18 payment. None of the Gross Settlement Amount will revert to Defendant.

19 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the
20 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
21 Approval:

22 3.3 To Plaintiff: Class Representative Service Payment to the Class Representative of not more
23 than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class
24 Representative is entitled to receive as a Participating Class Member). Defendant will not oppose
25 Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part
26 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
27 Court approval for any Class Representative Service Payments no later than 16 court days prior to the
28 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the

1 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
2 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes
3 full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
4 This is not a material term of this Settlement, and any reduction by the Court of the requested Service
5 Payment to Plaintiff shall not be sufficient grounds to void the Settlement or appeal the Judgment.

6 3.4 To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross
7 Settlement Amount, which is currently estimated to be \$133,333.33, and a Class Counsel Litigation
8 Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments
9 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class
10 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the
11 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
12 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
13 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any
14 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or
15 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
16 and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
17 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
18 Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
19 or controversy regarding any division or sharing of any of these Payments.

20 3.5 To the Administrator: An Administrator Expenses Payment not to exceed \$6,550.00 except
21 for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are
22 less or the Court approves payment less than \$6,550.00, the Administrator will retain the remainder in the
23 Net Settlement Amount.

24 3.5.1 To Each Participating Class Member: An Individual Class Payment calculated by
25 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
26 Class Members during the Class Period and (b) multiplying the result by each Participating Class
27 Member's Workweeks.

28 3.5.1.1 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. The 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.

3.5.1.2 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.

3.5.2 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 65% (\$26,000.00) allocated to the LWDA PAGA Payment and 35% (\$14,000.00) allocated to the Individual PAGA Payments.

3.5.2.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$14,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records

1 to date, Defendant estimates there are 357 Class Members who collectively worked a total of 20,005 full
2 and partial Workweeks and 212 Aggrieved Employees who worked a total of 5,557 of PAGA Pay Periods.

3 4.2 Class Data. Not later than 30 days after the Court grants Preliminary Approval of the
4 Settlement, Defendant will deliver the Class and PAGA Data to the Administrator, in the form of a
5 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain
6 the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other
7 purpose, and restrict access to the Class Data to Administrator employees who need access to the Class
8 Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify
9 Class Counsel if it discovers that the Class Data omitted class member identifying information and to
10 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
11 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel
12 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
13 missing or omitted Class Data.

14 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
15 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
16 transmitting the funds to the Administrator no later than 15 days after the Effective Date.

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

24 4.5 The Administrator will issue checks for the Individual Class Payments and/or Individual
25 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The
26 face of each check shall prominently state the date (not less than 180 days after the date of mailing) when
27 the check will be voided. The Administrator will cancel all checks not cashed by the void date. The
28 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.

4.5.1 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition the release of claims made by class members, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators,

1 successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or
2 occurrences that occurred during the Class Period, including, but not limited to all claims, demands, rights,
3 liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted
4 or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
5 rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of
6 any of the Released Parties arising out of, based upon, or relating to Plaintiff's employment with
7 Defendant or the remuneration for or termination of such employment committed or omitted prior to the
8 execution of the Settlement Agreement. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
9 claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment
10 benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time.
11 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
12 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
13 be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
14 discovery of them.

15 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
16 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
17 of section 1542 of the Civil Code, which reads:

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

22 5.2 Release by Participating Class Members: Each Class Member, upon full funding of the
23 GSA and the employer's portion of wage taxes, on behalf of themselves and their respective former and
24 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
25 Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period
26 facts stated in the First Amended Complaint, predicated on any of the violations of the California Labor
27 Code, Business and Professions Code, and the applicable IWC Wage Order as alleged in the First
28 Amended Complaint including but not limited to, claims for restitution and other equitable relief,

1 liquidated damages,; and any other benefit, wages, or other amounts claimed on account of the allegations
2 or the primary rights asserted in the First Amended Complaint including for attorneys’ fees and costs
3 (“Released Class Claims”). Participating Class Members do not release any other claims, including claims
4 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
6 occurring outside the Class Period.

7 5.3 Release by Aggrieved Employees: PAGA Employees are deemed to release, on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were
10 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the First
11 Amended Complaint in the Action, the PAGA Notice and amended PAGA Notice submitted by Plaintiff
12 predicated on any of the violations of the California Labor Code, Business and Professions Code, and the
13 applicable IWC Wage Order as alleged in the First Amended Complaint including but not limited to,
14 claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit,
15 wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in
16 the First Amended Complaint including attorneys’ fees and costs (“Released PAGA Claims”). Released
17 Class Claims shall apply to any and all claims arising at any point during the Class Period, and Released
18 PAGA Claims shall apply to any and all claims arising at any point during the PAGA Period.

19 5.4 The release of claims as provided in this section shall not affect the validity of any release
20 given by any Class Member or Aggrieved Employee, including any release contained in any severance
21 agreement, to or for the benefit of Defendant and/or any other of the Released Parties.

22 6. MOTION FOR PRELIMINARY APPROVAL.

23 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary
24 Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

25 6.1 Plaintiff’s Responsibilities. As part of this Settlement and in conjunction with obtaining
26 approval of the Settlement, Plaintiff agrees to file an amended PAGA Notice for settlement purposes to
27 allege a claim for purported violation of Labor Code section 2751 and 2802, reporting time pay, and split
28 shift violations. Plaintiff shall seek leave to file a First Amended Complaint in this action (i.e. the “class

1 action”) to allege these claims on a class-wide and PAGA basis in addition to the claims and theories of
2 liability alleged in the PAGA Notice and PAGA action. The Parties agree that if the Effective Date is not
3 triggered, the First Amended Complaint shall be deemed withdrawn, and the Class Action Complaint shall
4 be deemed the operative complaint. The Parties agree to work together in good faith to effectuate the
5 withdrawal of the First Amended Complaint to effectuate this provision.

6 6.2 The Parties also agree to stay the PAGA action pending the Effective Date being triggered.
7 Plaintiff shall dismiss the PAGA action if the Effective Date is triggered. Either Party may terminate the
8 stay by providing the other Party with fifteen (15) calendar days’ notice.

9 6.3 Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining
10 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for
11 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for
12 approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed
13 Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class
14 Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering
15 the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
16 the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or
17 other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
18 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;
19 (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all
20 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator;
21 (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class
22 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of
23 violations (Lab. Code, § 2699.3, subd. (a))), First Amended Complaint (Lab. Code, § 2699, subd. (l)(1)),
24 and this Agreement (Lab. Code, § 2699, subd. (l)(2)).

25 6.4 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
26 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [45] days after
27 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
28 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class

1 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

2 6.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
3 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
4 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
5 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or
6 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
7 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
8 and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

9 7. SETTLEMENT ADMINISTRATION.

10 7.1 Selection of Administrator. The Parties have jointly selected to serve as the Administrator
11 and verified that, as a condition of appointment, ILYM Group, class action administrators, agree to be
12 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
13 for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest
14 or relationship, financial or otherwise, with the Administrator other than a professional relationship arising
15 out of prior experiences administering settlements.

16 7.2 Employer Identification Number. The Administrator shall have and use its own Employer
17 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
18 federal tax authorities.

19 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the
20 requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

21 7.4 Notice to Class Members.

22 7.4.1 No later than three (3) business days after receipt of the Class Data, the
23 Administrator shall notify Class Counsel that the list has been received and state the number of Class
24 Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

25 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
26 after receiving the Class Data, the Administrator will send to all Class Members identified in the Class
27 Data, via first-class USPS mail, the Class Notice with Vietnamese translation, substantially in the form
28 attached to this Agreement as Exhibit A. The first page of the Class Notice shall include an estimate of 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 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 15 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, Defendants 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 15 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 from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or

1 his/her/their representative that reasonably communicates the Class Member's election to be excluded
2 from the Settlement and includes the Class Member's name, address and email address or telephone
3 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the
4 Response Deadline. Class Members who are Aggrieved Employees cannot opt out of the PAGA portion
5 of this Settlement.

6 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
7 to contain all the information specified in the Class Notice. The Administrator shall accept any Request
8 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class
9 Member and the Class Member's desire to be excluded. The Administrator's determination shall be final
10 and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the
11 authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class
12 Member's identity. The Administrator's determination of authenticity shall be final and not appealable or
13 otherwise susceptible to challenge.

14 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
15 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by
16 all terms and conditions of the Settlement, including the Participating Class Members' Releases under
17 Paragraphs 5.2 and if applicable, 5.3 of this Agreement, regardless of whether the Participating Class
18 Member actually receives the Class Notice or objects to the Settlement.

19 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to
21 object to the class action components of the Settlement. Because future PAGA claims are subject to claim
22 preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees
23 are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an
24 Individual PAGA Payment.

25 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the
26 Response Deadline (i.e. 60 days after the administrator mails the Class Notice, plus an additional 15 days
27 for Class Members whose Class Notice is remailed) to challenge the number of Class Workweeks and
28 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 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. Defendant shall also be able to rely on Class Members' and/or Aggrieved Employees' hire and termination dates to calculate their Class Workweeks and PAGA Pay Periods. 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 fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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 60 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 establish and 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

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

6 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5]
8 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall
9 email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying
10 information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion
11 List”); (b) the names and other identifying information of Class Members who have submitted invalid
12 Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid
13 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 number of: Class Notices
16 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)
17 received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and
18 checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
19 Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion
20 and attach copies of all Requests for Exclusion and objections received.

21 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
22 address and make final decisions consistent with the terms of this Agreement on all Class Member
23 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be
24 final and not appealable or otherwise susceptible to challenge.

25 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
26 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide
27 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
28 diligence and compliance with all of its obligations under this Agreement, including, but not limited to,

its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on a review of records to date, Defendant estimates there are 357 class members with 20,005 workweeks.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 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 (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than 15 court days before the calendared Final Approval Hearing, Plaintiff 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, subdivision (l), a Proposed Final Approval Order and a

1 proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these
2 documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval.
3 Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in
4 good faith, to resolve any disagreements concerning the Motion for Final Approval.

5 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by
6 a Participating Class Member, including the right to file responsive documents in Court no later than five
7 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
9 on any material change to the Settlement (including, but not limited to, the scope of release to be granted
10 by Class Members), the Parties will expeditiously work together in good faith to address the Court’s
11 concerns by meeting and conferring to revise the Agreement as necessary to obtain Final Approval, but
12 neither party shall be required to agree any change (material or otherwise) to the Settlement Agreement
13 as executed. The Court’s decision to award less than the amounts requested for the Class Representative
14 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
15 Administrator Expenses Payment shall not constitute a material modification to the Agreement within the
16 meaning of this paragraph.

17 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
18 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
19 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii)
20 addressing such post-Judgment matters as are permitted by law.

21 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
22 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel
23 Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all
24 Participating Class Members who did not object to the Settlement as provided in this Agreement, waive
25 all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings,
26 the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The
27 waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an
28 objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended

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

11 **11. AMENDED JUDGMENT.**

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

14 **12. ADDITIONAL PROVISIONS.**

15 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other
16 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
17 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
18 in the action , LWDA Notice or amended LWDA Notice have merit or that Defendant has any liability
19 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
20 defenses in the Action have merit. The Parties agree that class certification and representative treatment
21 is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
22 Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any
23 reasons, and Defendant reserves all available defenses to the claims in the Action including compelling
24 individual arbitration of Plaintiff's claims, and Plaintiff reserves the right to move for class certification
25 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
26 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection
27 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

28 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel separately

1 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not
2 disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
3 publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person,
4 corporation, association, government agency or other entity except: (1) to the Parties' attorneys,
5 accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2); (3) to the
6 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or
7 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.
8 Other than information necessary to secure Court approval of this Settlement, Plaintiff and Class Counsel
9 agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and
10 the facts and circumstances leading up to it. Plaintiff and Class Counsel may, however, discuss the terms
11 of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon
12 a valid court order, at which time the individual receiving information about the terms of this Settlement
13 shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or
14 disclose to any third party the terms of the Settlement. After the Motion for Preliminary Approval of
15 Settlement is filed, neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press
16 conference, publish information about the settlement on any website or social media, respond to any press
17 inquiries, or otherwise publicize the settlement or communicate its terms in public or in private, with the
18 exception of filing a motion for approval and providing information as necessary to secure Court approval
19 of the Settlement. Nothing in this agreement prohibits Plaintiff's Counsel from disclosing the Settlement
20 to the LWDA/State of California or to Class Members and PAGA Employees, and as necessary to
21 effectuate the terms of the Settlement. Each Party agrees to immediately notify each other Party of any
22 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel,
23 separately agree not to, directly or indirectly, initiate any conversation or other communication, before the
24 filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters
25 giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.
26 This clause does not restrict Class Counsel's communications with Class Members in accordance with
27 Class Counsel's ethical obligations owed to Class Members.

28 12.3 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.

12.4 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.

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

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting 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.

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

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

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their

representatives and approved by the Court.

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

12.11 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.

12.12 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.

12.13 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.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 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 California Rules of Court rule. Not later than 90 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, Plaintiff 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.

12.15 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.

12.16 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.

12.17 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 Plaintiff:

Marcus Bradley
mbradley@bradleygrombacher.com
Theodore H. Chase
tchase@bradleygrombacher.com
Bradley/Grombacher LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100

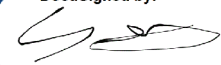
To Defendant:

Peter Choi
pchoi@calljensen.com
John Elgley
jegley@calljensen.com
CALL & JENSEN, P.C.
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Telephone: (619) 717-3000

12.18 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.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the class action shall be stayed, except to effectuate the terms of this Agreement. The Parties also agree to stay the PAGA action to effectuate the terms of this Agreement and agree to cooperate with each other to effectuate a stay, including by, and as necessary, continuing any trial date that may be set in the PAGA action. The Parties further agree that the stay in this action shall be effective upon the signing of this Agreement. The Parties further agree that the time from the date this Agreement is fully executed

until the date the Settlement is not finally approved or is voided by Defendant, shall be excluded from the time period to bring a case to trial under Code of Civil Procedure section 583.310 (“five year rule”).

DocuSigned by:

 B872CD5AB73141F...

SEBASTIAN CRUZ

For Plaintiff

For Defendant

7/31/2026

(date)



(date)

Marcus J. Bradley

Counsel for Plaintiff

Counsel for Defendant

7/31/2026

(date)

(date)

until the date the Settlement is not finally approved or is voided by Defendant, shall be excluded from the time period to bring a case to trial under Code of Civil Procedure section 583.310 (“five year rule”).

Signed by:  3B1F6A057A5140E...	
_____	_____
_____ For Plaintiff	Huong Giang Nguyen _____ For Defendant
_____	7/30/2026 _____
(date)	(date)
_____	 _____
_____ Counsel for Plaintiff	Peter Choi _____ Counsel for Defendant
_____	July 31, 2026 _____
(date)	(date)