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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

MARIAH RAMAGE, an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

FARMWORKERS INSTITUTE OF
EDUCATION AND LEADERSHIP
DEVELOPMENT, INC., a California
Nonprofit Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: BCV-24-104371

Related Case No.: BCV-25-102282
(PAGA)

[Assigned for all purposes to the Hon. T.
Mark Smith in Dept. T-2]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: December 19, 2024
Trial Date: None Set

1 This Class and PAGA Settlement Agreement (“Agreement”) is made by and between
2 plaintiff Mariah Ramage (“Plaintiff”) and defendant Farmworkers Institute of Education &
3 Leadership Development, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” or “Actions” means the Plaintiff’s lawsuits alleging wage and hour violations
7 against Defendant, captioned *Mariah Ramage v. Farmworkers Institute of Education &*
8 *Leadership Development, Inc.*, Case No. BCV-24-104371, initiated on December 19, 2024, and
9 pending in Superior Court of the State of California, County of Kern; and *Mariah Ramage v.*
10 *Farmworkers Institute of Education & Leadership Development, Inc.*, Case No. BCV-25-
11 102282, initiated on June 20, 2025, and pending in Superior Court of the State of California,
12 County of Kern.

13 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have
14 agreed to appoint to administer the Settlement.

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

19 1.4. “Aggrieved Employees” means all persons who currently or formerly worked for
20 Defendant as non-exempt, hourly-paid employees in the State of California during the PAGA
21 Period.

22 1.5. “Class” means all persons who currently or formerly worked for Defendant as non-
23 exempt, hourly-paid employees in the State of California during the Class Period.

24 1.6. “Class Counsel” means David D. Bibiyan, Jason Rothman, Vedang J. Patel and Megan
25 R. Lazar of Bibiyan Law Group, P.C.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
27 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
28 expenses, respectively, incurred to prosecute the Action.

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

5 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either
6 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
7 Class Member who qualifies as an Aggrieved Employee).

8 1.10. "Class Member Address Search" means the Administrator's investigation and search for
9 current Class Member mailing addresses using all reasonably available sources, methods and
10 means including, but not limited to, the National Change of Address database, skip traces, and
11 direct contact by the Administrator with Class Members.

12 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
13 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
14 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
15 A and incorporated by reference into this Agreement.

16 1.12. "Class Period" means the period from December 19, 2020 through February 19, 2026.

17 1.13. "Class Representative" means the named Plaintiff in the operative complaints in the
18 Actions seeking Court approval to serve as a Class Representative.

19 1.14. "Class Representative Service Payment" means the payment to the Class Representative
20 for initiating the Action and providing services in support of the Action.

21 1.15. "Court" means the Superior Court of California, County of Kern.

22 1.16. "Defendant" means named defendant Farmworkers Institute of Education & Leadership
23 Development, Inc.

24 1.17. "Defense Counsel" means Chandra Beaton and Brier Miron Setlur of LightGabler LLP.

25 1.18. "Effective Date" means the date when all of the following have occurred: a) the long-
26 form settlement agreement has been signed by the Parties hereto, Class Counsel, and Defendant's
27 counsel; b) the Court has granted preliminary approval of the settlement; c) the Court has granted
28 final approval of the settlement (including approval of the settlement of the PAGA claim); d) the

1 Court has entered and filed the final approval order and final judgment; and e) the judgment has
2 become final. The judgment will be final on either of the following: a) sixty-five (65) days after
3 the notice of entry of the final approval order and judgment, if no motions for reconsideration
4 and no appeals or other efforts to obtain review have been filed; or b) sixty-five (65) days after a
5 motion for reconsideration, an appeal or other effort to obtain review of the final order and
6 judgment has been filed and resolved in favor of the settlement and no other appeal, writ or other
7 appellate court review is possible. In the event any appeal or other challenge is filed concerning
8 the settlement, administration of the settlement shall cease and be stayed pending final resolution
9 of such appeal or challenge.

10 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

11 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
12 of the Settlement.

13 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
14 Approval.

15 1.22. "Gross Settlement Amount" means \$1,300,000.00 (One Million Three Hundred
16 Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the
17 Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes
18 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will
19 be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
20 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,
21 and Administrator's Expenses.

22 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
23 Net Settlement Amount calculated according to the number of Workweeks worked during the
24 Class Period.

25 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of
26 the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
27 Period.

28 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
2 entitled, under Labor Code section 2699, subd. (i).

3 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA
4 under Labor Code section 2699, subd. (i).

5 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
8 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
9 paid to Participating Class Members as Individual Class Payments.

10 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
13 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
14 applicable), and termination dates (as applicable).

15 1.31. “PAGA Period” means the period from November 13, 2023 through the end of the Class
16 Period

17 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

18 1.33. “PAGA Notice” means Plaintiff’s November 13, 2024 letter to Defendant and the LWDA,
19 providing notice pursuant to Labor Code section 2699.3 subd. (a).

20 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
21 Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$68,250.00) and the 65%
22 to the LWDA (\$126,750.00) in settlement of PAGA claims.

23 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
24 timely Request for Exclusion from the Settlement.

25 1.36. “Plaintiff” means Mariah Ramage, the named plaintiff in the Action.

26 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
27 Settlement.

28 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval

and Approval of PAGA Settlement.

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

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

1.41. “Released Parties” means: Farmworker Institute of Education & Leadership Development, Inc. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, staffing agencies, and any other entity, company, or person who could be deemed a joint employer, alter ego, or agent of Farmworker Institute of Education & Leadership Development, Inc. under the law.

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

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

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

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

2. RECITALS

2.1. On December 19, 2024, Plaintiff commenced this Action by filing a class action complaint against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide

1 rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6)
2 failure to provide accurate wage statements; (7) failure to timely pay wages during employment;
3 (8) failure to indemnify for business expenses; (9) failure to pay interest on deposits; (10) failure
4 to pay unused vested vacation time; and (11) engaging in unfair competition, captioned *Mariah*
5 *Ramage v. Farmworkers Institute of Education & Leadership Development, Inc.*, Case No. BCV-
6 24-104371 (the “Class Action”).

7 2.2. On November 13, 2024, Plaintiff filed with the LWDA and served on Defendant a notice
8 under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to
9 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
10 (“PAGA Notice”).

11 2.3. On June 20, 2025, after sixty-five (65) days had passed since the filing and serving of the
12 PAGA Notice without any action by the LWDA with respect to the Labor Code violations alleged
13 in the PAGA Notice, Plaintiff filed a separate representative action under PAGA against
14 Defendant, captioned *Mariah Ramage v. Farmworkers Institute of Education & Leadership*
15 *Development, Inc.*, in Kern County Superior Court, Case No. BCV-25-102282, for the Labor
16 Code violations set out in the PAGA Notice (the “PAGA Action”).

17 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

18 2.5. Prior to mediation Plaintiffs obtained, through formal and informal discovery: (a) a
19 sampling of Class Members’ time and payroll records; (b) data points, including the average
20 hourly rate, number of Class Members and Aggrieved Employees, Workweeks, and PAGA Pay
21 Periods; (c) wage and hour policy documents; and (d) other documents pertaining to Plaintiff
22 available to Defendant.

23 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
24 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
25 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

26 2.7. On December 19, 2025, the Parties participated in an all-day mediation presided over by
27 Monique Ngo-Bonnici, Esquire. The mediation was successful, and the Parties agreed to globally
28 resolve all class and PAGA claims in the Action. As part and parcel to the Agreement, the Parties

1 agreed to stipulate to consolidate both the Class and PAGA Actions for purposes of Settlement.
2 On May 5, 2026, the cases were ordered consolidated, with Case No. BCV-24-104371 being the
3 lead case.

4 2.8. The Court has not granted class certification.

5 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
6 other pending matter or action asserting claims that will be extinguished or affected by the
7 Settlement.

8 **3. MONETARY TERMS**

9 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
10 Defendant promises to pay \$1,300,000.00 as the Gross Settlement Amount, unless increased
11 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
12 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
13 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
14 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
15 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
16 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
17 Defendant.

18 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
19 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
20 in the Final Approval:

21 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
22 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA
23 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
24 not oppose Plaintiff's request for a Class Representative Service Payment that does not
25 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
26 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
27 Representative Service Payments prior to the Final Approval Hearing. If the Court
28 approves a Class Representative Service Payment less than the amount requested, the

1 Administrator will retain the remainder in the Net Settlement Amount. The
2 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
3 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
4 Representative Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
6 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
7 Agreement, is currently estimated to be \$455,000.00 and a Class Counsel Litigation
8 Expenses Payment of not more than \$40,000.00. Defendant will not oppose requests for
9 these payments provided that do not exceed these amounts. Plaintiff and/or Class
10 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment prior to the Final Approval Hearing. In support
12 of the Class Counsel Litigation Expenses Payment, Class Counsel must submit written
13 document in support of actual out-of-pocket costs. If the Court approves a Class Counsel
14 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the
15 amounts requested, the Administrator will allocate the remainder to the Net Settlement
16 Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's
17 Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or
18 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
19 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
20 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on
21 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment
22 and holds Defendant harmless, and indemnifies Defendant, from any dispute or
23 controversy regarding any division or sharing of any of these Payments. Should the
24 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
25 less than the amounts provided for herein, then the unapproved portion(s) shall be a part
26 of the Net Settlement Amount.

27 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
28 \$10,950.00, except for a showing of good cause and as approved by the Court. To the

1 extent the Administration Expenses are less or the Court approves payment less than
2 \$10,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
4 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
5 all Participating Class Members during the Class Period and (b) multiplying the result
6 by each Participating Class Member's Workweeks.

7 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
8 Class Member's Individual Class Payment will be allocated to settlement of
9 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
10 withholding and will be reported on an IRS W-2 Form. The 80% of each
11 Participating Class Member's Individual Class Payment will be allocated to
12 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
13 Non-Wage Portions are not subject to wage withholdings and will be reported
14 on IRS 1099 Forms. Participating Class Members assume full responsibility and
15 liability for any employee taxes owed on their Individual Class Payment.

16 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
17 Class Payments. Non-Participating Class Members will not receive any
18 Individual Class Payments. The Administrator will retain amounts equal to their
19 Individual Class Payments in the Net Settlement Amount for distribution to
20 Participating Class Members on a pro rata basis.

21 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
22 \$195,000.00 to be paid from the Gross Settlement Amount, with 65% (\$126,750.00)
23 allocated to the LWDA PAGA Payment and 35% (\$68,250.00) allocated to the
24 Individual PAGA Payments.

25 3.2.5.1. The Administrator will calculate each Individual PAGA
26 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share
27 of PAGA Penalties (\$68,250.00) by the total number of PAGA Period Pay
28 Periods worked by all Aggrieved Employees during the PAGA Period and (b)

1 multiplying the result by each Aggrieved Employee's PAGA Period Pay
2 Periods. Aggrieved Employees assume full responsibility and liability for any
3 taxes owed on their Individual PAGA Payment.

4 3.2.5.2. If the Court approves PAGA Penalties of less than the
5 amount requested, the Administrator will allocate the remainder to the Net
6 Settlement Amount. The Administrator will report the Individual PAGA
7 Payments on IRS 1099 Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS**

9 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
10 to date, Defendant estimates there are 753 Class Members who collectively worked a total of
11 39,606 Workweeks, and 454 of Aggrieved Employees who worked a total of 10,647 PAGA Pay
12 Periods.

13 4.2. Class Data. Not later than 30 days after execution of this agreement, Defendant will
14 simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel
15 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the
16 Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other
17 purpose, and restrict access to the Class Data to Administrator employees who need access to the
18 Class Data to effect and perform under this Agreement. Defendant has a continuing duty to
19 immediately notify Class Counsel if it discovers that the Class Data omitted class member
20 identifying information and to provide corrected or updated Class Data as soon as reasonably
21 feasible. Without any extension of the deadline by which Defendant must send the Class Data to
22 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
23 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

24 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
25 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
26 transmitting the funds to the Administrator in three (3) installments as follows:

27 4.3.1. The first installment payment of \$500,000.00 shall be made within thirty (30) days
28 of Final Approval;

1 4.3.2. The second installment payment of \$400,000.00 shall be made within six (6)
2 months of the first installment payment; and

3 4.3.3. The third and final installment payment of \$400,000.00 shall be made within five
4 (5) months of the second installment payment.

5 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant fully funds
6 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
8 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
9 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
10 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
11 Service Payment shall not precede disbursement of Individual Class Payments, and the Individual
12 PAGA Payments.

13 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
14 Individual PAGA Payments and send them to the Class Members via First Class U.S.
15 Mail, postage prepaid. The face of each check shall prominently state the date (not less
16 than 180 days after the date of mailing) when the check will be voided. The
17 Administrator will cancel all checks not cashed by the void date. The Administrator will
18 send checks for Individual Settlement Payments to all Participating Class Members
19 (including those for whom Class Notice was returned undelivered). The Administrator
20 will send checks for Individual PAGA Payments to all Aggrieved Employees including
21 Non-Participating Class Members who qualify as Aggrieved Employees (including
22 those for whom Class Notice was returned undelivered). The Administrator may send
23 Participating Class Members a single check combining the Individual Class Payment
24 and the Individual PAGA Payment. Before mailing any checks, the Settlement
25 Administrator must update the recipients' mailing addresses using the National Change
26 of Address Database.

27 4.4.2. The Administrator must conduct a Class Member Address Search for all other
28 Class Members whose checks are returned undelivered without USPS forwarding

1 address. Within 7 days of receiving a returned check the Administrator must re-mail
2 checks to the USPS forwarding address provided or to an address ascertained through
3 the Class Member Address Search. The Administrator need not take further steps to
4 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
5 The Administrator shall promptly send a replacement check to any Class Member whose
6 original check was lost or misplaced, requested by the Class Member prior to the void
7 date.

8 4.4.3. For any Class Member whose Individual Class Payment check or Individual
9 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
10 shall transmit the funds represented by such checks to the California State Controller's
11 Unclaimed Property Fund in the name of the Class Member.

12 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
13 not obligate Defendant to confer any additional benefits or make any additional
14 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
15 specified in this Agreement.

16 **5. RELEASE OF CLAIMS**

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

21 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
23 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
24 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
25 contained, in the complaint filed in the Class Action and (b) all PAGA claims that were, or
26 reasonably could have been, alleged based on facts contained in the complaint filed in the PAGA
27 Action and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend
28 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,

1 unemployment benefits, disability benefits, social security benefits, workers' compensation
2 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
3 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
4 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
5 Release shall be and remain effective in all respects, notwithstanding such different or additional
6 facts or Plaintiff's discovery of them.

7 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
9 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
10 which reads:

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

15 5.2. Release by Participating Class Members: For the duration of the Class Period, all
16 Participating Class Members, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
18 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
19 on the facts stated in the complaint filed in the Class Action.

20 5.3. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not
21 release any other claims, including claims for vested benefits, wrongful termination, violation of
22 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
23 workers' compensation, or claims based on facts occurring outside the Class Period.

24 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
25 Employees are deemed to release, on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
27 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
28

1 alleged, based on the facts stated in the complaint filed in the PAGA Action and the PAGA
2 Notice.

3 **6. MOTION FOR PRELIMINARY APPROVAL**

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

7 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 7 days of full
8 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
9 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
10 potential conflicts of interest with the Administrator.

11 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
12 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
13 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
14 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
15 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
16 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
17 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
18 to its willingness to serve; competency; operative procedures for protecting the security of Class
19 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
20 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
21 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
22 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
23 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
24 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
25 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
26 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the operative
27 complaints in the Actions (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
28 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest

with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval 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. Class Counsel is responsible for delivering the Court's Preliminary Approval 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 and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 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.

1 7.4. Notice to Class Members

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
5 Class Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
7 days after Preliminary Approval, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
9 the Class Notice with Spanish translation, substantially in the form attached to this
10 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
11 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
12 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
13 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
14 update Class Member addresses using the National Change of Address database.

15 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
16 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
17 using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search,
19 and re-mail the Class Notice to the most current address obtained. The Administrator
20 has no obligation to make further attempts to locate or send Class Notice to Class
21 Members whose Class Notice is returned by the USPS a second time.

22 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
23 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
24 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
25 notice is re-mailed. The Administrator will inform the Class Member of the extended
26 deadline with the re-mailed Class Notice.

27 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class Data

1 and should have received Class Notice, the Parties will expeditiously meet and confer,
2 and in good faith. in an effort to agree on whether to include them as Class Members.
3 If the Parties agree, such persons will be Class Members entitled to the same rights as
4 other Class Members, and the Administrator will send, via email or overnight delivery,
5 a Class Notice requiring them to exercise options under this Agreement not later than
6 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
7 ever are later.

8 **7.5. Requests for Exclusion (Opt-Outs).**

9 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
10 must send the Administrator, by mail, a signed written Request for Exclusion not later
11 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
12 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
13 from a Class Member or his/her representative that reasonably communicates the Class
14 Member's election to be excluded from the Settlement and includes the Class Member's
15 name, address and email address or telephone number. To be valid, a Request for
16 Exclusion must be timely postmarked by the Response Deadline.

17 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
18 fails to contain all the information specified in the Class Notice. The Administrator shall
19 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
20 the identity of the person as a Class Member and the Class Member's desire to be
21 excluded. The Administrator's determination shall be final and not appealable or
22 otherwise susceptible to challenge. If the Administrator has reason to question the
23 authenticity of a Request for Exclusion, the Administrator may demand additional proof
24 of the Class Member's identity. The Administrator's determination of authenticity shall
25 be final and not appealable or otherwise susceptible to challenge.

26 7.5.3. Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
28 to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. 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 the challenges.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator by

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

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written

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

9 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
10 address and make final decisions consistent with the terms of this Agreement on all
11 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
12 Administrator’s decision shall be final and not appealable or otherwise susceptible to
13 challenge.

14 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
15 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
16 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
17 due diligence and compliance with all of its obligations under this Agreement,
18 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
19 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
20 number of Requests for Exclusion from Settlement it received (both valid or invalid),
21 the number of written objections and attach the Exclusion List. The Administrator will
22 supplement its declaration as needed or requested by the Parties and/or the Court. Class
23 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

24 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
25 disburses all funds in the Gross Settlement Amount, the Administrator will provide
26 Class Counsel and Defense Counsel with a final report detailing its disbursements by
27 employee identification number only of all payments made under this Agreement. At
28 least 7 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 its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 753 Class Members and 39,606 Total Workweeks during the Class Period and (2) there are 454 Aggrieved Employees who worked 10, 647 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendant represents that there are no more than 39,606 Workweeks worked by Class Members during the period from the beginning of the Class Period through mediation on December 19, 2025. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 3,961 Workweeks, then the Defendant shall make an election that one of the following occur: (1) either the Gross Settlement Amount shall be increased by the percentage increase in the number of Workweeks worked above 10% (e.g. if there are 44,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$14,211.06 ((44,000 Workweeks – 43,567 Workweeks) x (\$1,300,000 / 39,606 Workweeks)); or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members, when starting from the first day of the Class Period, reaches 43,567 Workweeks worked by Class Members. Defendant shall make its election regarding the above no later than 7 days after receiving information from the administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option two (2) shall automatically apply.

9. DEFENDANT'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and 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 days after the Administrator sends the final exclusion List to Defense Counsel; late elections will have no effect

10. MOTION FOR FINAL APPROVAL

Prior to 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, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, 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 5 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 or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. 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, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, 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 terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, 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, except as to matters that do not affect the amount of the Net Settlement Amount.

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 address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. 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. AMENDED JUDGMENT

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

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by
2 Defendant that any of the allegations in the operative complaints in the Actions have merit or
3 that Defendant has any liability for any claims asserted; nor should it be intended or construed as
4 an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree
5 that class certification and representative treatment is for purposes of this Settlement only. If, for
6 any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,
7 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
8 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move
9 for class certification on any grounds available and to contest Defendant's defenses. The
10 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
11 and will not be admissible in connection with, any litigation (except for proceedings to enforce
12 or effectuate the Settlement and this Agreement).

13 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
14 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
15 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
16 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
17 Agreement directly or indirectly, specifically or generally, to any person, corporation,
18 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants,
19 or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a
20 related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4)
21 in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by
22 a state or federal government agency. Each Party agrees to immediately notify each other Party
23 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
24 Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate
25 any conversation or other communication, before the filing of the Motion for Preliminary
26 Approval, any with third party regarding this Agreement or the matters giving rise to this
27 Agreement except to respond only that "the matter was resolved," or words to that effect. This
28 paragraph does not restrict Class Counsel's communications with Class Members in accordance

1 with Class Counsel's ethical obligations owed to Class Members.

2 12.3. No Solicitation. The Parties separately agree that they and their respective counsel
3 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
4 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
5 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
6 ethical obligations owed to Class Members.

7 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
8 Agreement together with its attached exhibits shall constitute the entire agreement between the
9 Parties relating to the Settlement, superseding any and all oral representations, warranties,
10 covenants, or inducements made to or by any Party.

11 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
12 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
13 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
14 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
15 terms of this Agreement including any amendments to this Agreement.

16 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use
17 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
18 the Settlement Agreement, submitting supplemental evidence and supplementing points and
19 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
20 or content of any document necessary to implement the Settlement, or on any modification of the
21 Agreement that may become necessary to implement the Settlement, the Parties will seek the
22 assistance of a mediator and/or the Court for resolution.

23 12.7. No Prior Assignments. The Parties separately represent and warrant that they have
24 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
25 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
26 action, or right released and discharged by the Party in this Settlement.

27 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel
28 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be

1 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
2 CFR Part 10, as amended) or otherwise.

3 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
4 modified, changed, or waived only by an express written instrument signed or agreed to by all
5 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
6 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
7 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
8 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
9 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
10 the use of signatures previously provided by the Parties.

11 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and
12 inure to the benefit of, the successors of each of the Parties.

13 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will
14 be governed by and interpreted according to the internal laws of the state of California, without
15 regard to conflict of law principles.

16 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
17 preparation of this Agreement. This Agreement will not be construed against any Party on the
18 basis that the Party was the drafter or participated in the drafting.

19 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
20 entered during Action and in this Agreement relating to the confidentiality of information shall
21 survive the execution of this Agreement.

22 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.
23 Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
24 Defendant in connection with the mediation, other settlement negotiations, or in connection with
25 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
26 not be used in any way that violates any existing contractual agreement, statute, or rule of court.
27 Not later than 90 days after the date when the Court discharges the Administrator's obligation to
28 provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy

1 all paper and electronic versions of Class Data received from Defendant unless, before the
2 Court's discharge of the Administrator's obligation, Defendant makes a written request to Class
3 Counsel for the return, rather than the destruction, of Class Data.

4 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement
5 is inserted for convenience of reference only and does not constitute a part of this Agreement.

6 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
7 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
8 weekend or federal legal holiday, such date or deadline shall be on the first business day
9 thereafter.

10 12.17. Execution in Counterparts. This Agreement may be executed in one or more
11 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
12 Agreement shall be accepted as an original. All executed counterparts and each of them will be
13 deemed to be one and the same instrument if counsel for the Parties will exchange between
14 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
15 prove the existence and contents of this Agreement.

16 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement
17 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
18 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
19 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
20 process.

21 12.19. Severability. In the event that one or more of the provisions contained in this
22 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
23 invalidity, illegality, or unenforceability shall in no way effect any other provision if
24 Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class,
25 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had
26 never been included in this Agreement.

27 12.20. Breach of Agreement. In the event that the Court determines that either Party has
28 materially breached this Agreement by failing to comply with any term regarding funding the

Gross Settlement Amount as set forth in Paragraph 4.3, the prevailing party may recover reasonable attorneys' fees and costs incurred as a result of the action(s) taken to remedy the breach and enforce the Settlement.

IT IS SO AGREED:

Mariah Ramage

09/15/2026

Plaintiff, Mariah Ramage

For Defendant, Farmworkers Institute of
Education & Leadership Development, Inc.

AGREED AS TO FORM ONLY:

David D. Bibiyan

09/15/2026

David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

Chandra A. Beaton
Brier Miron Setlur
Counsel for Defendant

Gross Settlement Amount as set forth in Paragraph 4.3, the prevailing party may recover reasonable attorneys' fees and costs incurred as a result of the action(s) taken to remedy the breach and enforce the Settlement.

IT IS SO AGREED:

Plaintiff, Mariah Ramage

Oscar Luna

Oscar Luna, President/CEO
For Defendant, Farmworkers Institute of
Education & Leadership Development, Inc.

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

Brier Miron Setlur

Chandra A. Beaton
Brier Miron Setlur
Counsel for Defendant