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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SAN DIEGO CENTRAL COURTHOUSE

RIGOBERTO CEJA, individually, and on behalf of all other aggrieved employees, Plaintiff, v. APEX CONTRACTING AND RESTORATION, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: 25CU003996C [PAGA ACTION] [Hon. Euketa Oliver, Dept. C-75] **STIPULATION FOR SETTLEMENT AND RELEASE UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** Action Filed: January 25, 2025 Trial Date: None Set

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Attorneys for defendant APEX CONTRACTING AND RESTORATION, INC.

This Stipulation for Settlement and Release ("Agreement" or "Settlement") under the Private Attorneys General Act, California Labor Code section 2698 et seq. ("PAGA"), is made by and between Rigoberto Ceja and Dario Salazar ("Plaintiffs"), individually and as representative on behalf of allegedly Aggrieved Employees as further defined herein and the State of California and Apex Contracting And Restoration, Inc. ("Defendant"). Plaintiffs and Defendant are collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

A. FACTUAL BACKGROUND

1. This Settlement is made and entered into by and between Plaintiffs and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. Defendant denies that it is liable to Plaintiffs or the Aggrieved Employees and deny they have violated any law.

2. On November 1, 2024, Plaintiff Ceja filed a notice with the Labor & Workforce Development Agency ("LWDA") alleging that Defendant Apex Contracting And Restoration, Inc. violated Labor Code Sections 201, 202, 203, 204, 210, 221, 225.5, 226, 226.3, 226.7, 227, 227.3, 245.5, 246, 247.5, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198.5, 1199, 2800, 2802, 6308, 6317, 6428, 6429, 6721, Sections 3395 and 3396 of Title 8 of the California Code of Regulations, and Industrial Welfare Wage Order, 16-2001, Sections §§3, 4, 7, 9, 11, 12, 15, and 20 ("Ceja PAGA Notice").

3. On April 9, 2025, Plaintiff Salazar filed a notice with the LWDA alleging that Defendant Apex Contracting And Restoration, Inc. violated Labor Code Sections 201, 202, 203, 204, 204b, 210, 225.5, 226, 226.3, 226.7, 227.3, 246-248.7, 256, 432, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1198, 1198.5, 1199, 2802, 2804, 2810.5, 6401.7, 6409.6, 6428, 6429, 6432, and Industrial Welfare Wage Order, 16-2001, Sections §§3, 4, 7, 9, 11, 12, and 20 ("Salazar PAGA Notice").

4. On January 25, 2025, Plaintiff Ceja filed his PAGA Complaint in San Diego

County Superior Court, Case No: 25CU003996C, seeking civil penalties only, predicated on Defendant's alleged failure to provide meal, rest, and recovery periods, failure to pay overtime wages, minimum wages, failure to pay all wages due to discharged and quitting employees, failure to provide itemized wage statements, failure to maintain required records, failure to provide mandatory sick leave, failure to reimburse employees for necessary expenditures incurred in the discharge of duties, and failure to implement a heat illness prevention policy.

5. On April 7, 2025, Defendant filed an Answer to Plaintiff Ceja's Complaint denying all allegations in the Action and all claims of any wrongdoing whatsoever by Defendant or any of its parents, subsidiaries, affiliates, divisions, agents, servants, or employees for any claims.

6. On May 16, 2025, Plaintiff Salazar filed a Class Action Complaint in San Diego County Superior Court, Case No: 25CU025286C, alleging the following causes of action: 1) failure to pay all wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) paid sick leave violations; 6) unpaid vacation wages; 7) untimely payment of wages; 8) wage statement violations; 9) waiting time penalties; 10) failure to reimburse business expenses; 11) failure to provide records; and 12) unfair competition.

7. On June 17, 2025, Plaintiff Salazar filed a First Amended Class Action and Representative Complaint, to include a cause of action pursuant to PAGA, seeking civil penalties predicated on Defendant's alleged failure to pay all wages, failure to pay all overtime wages, meal period violations, rest period violations, paid sick leave violations, unpaid vacation wages, untimely payment of wages, wage statement violations, waiting time penalties, failure to reimburse business expenses, and failure to provide records.

8. Defendant filed an Answer to Plaintiff Salazar's First Amended Complaint on July 17, 2025.

9. The Parties attended a global mediation on November 13, 2025, with the highly experienced mediator Darren M. Cohen, Esq. The Parties reached this Settlement of the Action based upon a "Mediator's Proposal," subject to Court approval.

10. The Parties recognize the risk, expense, and delay in continuing the Action, and

therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

B. **DEFINITIONS**

1. "Action" means *Rigoberto Ceja v. Apex Contracting And Restoration, Inc.*, filed on January 25, 2025, in the Superior Court of California, County of San Diego, Case No: 25CU003996C (*Ceja* Action), and *Dario Salazar, et al. v. Apex Contracting and Restoration, Inc.,* filed on May 16, 2025, in the Superior Court of California, County of San Diego, Case No: 25CU025286C (*Salazar* Action).

2. "Aggrieved Employees" means all non-exempt, hourly current and former employees who worked for Defendant in the State of California, at any time between November 20, 2023, through April 30, 2025.

3. "Agreement" or "Settlement" means this Stipulation for Settlement and Release.

4. "Plaintiff's Counsel" means Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC and Nick J. Ferraro of Ferraro Vega Employment Lawyers, Inc.

5. "Complaint" or "Operative Complaint" means the Consolidated First Amended Representative Action Complaint pursuant to the Private Attorneys General Act, California Labor Code § 2698 ("PAGA). On or before the filing of Plaintiffs' Motion for Approval of the PAGA Settlement, the Parties agree to file a Stipulation for Leave to Amend for Plaintiffs to file a First Amended Consolidated PAGA Representative Complaint in the *Ceja* Action adding Plaintiff Salazar and Plaintiff Salazar's PAGA claims in the *Salazar* Action, in order to effectuate the terms of the Settlement.

6. "Court" means Superior Court of the State of California, for the County of San Diego.

7. "Defendant" means Apex Contracting And Restoration, Inc.

8. "Effective Date" means the date by which the Superior Court's Order and Judgment approving the Settlement are final, and, the Court has dismissed the *Salazar* matter in its entirety without prejudice.

9. "Enhancement Payment" means the amount that the Court authorizes to be paid to each of the named Plaintiffs, separate from their Individual Settlement Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the Parties agree that each of the named Plaintiffs shall be paid up to Ten Thousand Dollars and Zero Cents ($10,000.00) each. The Enhancement Payment will be paid from the Gross Settlement Amount. It is understood by Plaintiffs that the Court has final discretion as to the approval and payment of any Enhancement Payment.

10. "Gross Settlement Amount" means the gross amount of One Hundred Twenty-Nine Thousand One Hundred Twenty-Four Dollars ($129,124.00) to be paid by Defendant as provided by this Agreement to fully and finally settle, resolve, and conclude this Action as to Released Parties, as provided under this Agreement, without any admission of fault or liability. The Gross Settlement Amount includes all Individual Settlement Payments to Aggrieved Employees, payment to the LWDA, Settlement Administration Costs, Attorneys' Fees and Costs, and the Enhancement Payment to Plaintiffs.

11. "Individual Settlement Payment" means the amount payable from the Net Settlement Fund to each Aggrieved Employee.

12. "Order and Judgment" means the Court's Order granting approval of the PAGA Settlement and entering Judgment, in the form substantially similar to that attached to this Agreement as **Exhibit A.**

13. "Net Settlement Fund" means the balance of the Gross Settlement Amount remaining after deduction of the approved Enhancement Payment to Plaintiffs, Attorneys' Fees and Costs, and Settlement Administration Costs.

14. "PAGA Period" means the period of November 20, 2023, through April 30, 2025.

15. "Parties" means Plaintiffs and Defendant, together.

16. "Plaintiffs" means Rigoberto Ceja and Dario Salazar.

17. "PAGA Released Claims" shall mean: All claims for civil penalties sought by Plaintiffs, and each of them, that were or could have been sought by the Labor Commissioner for the violations identified in the Ceja PAGA Notice, the operative Complaint in the *Ceja* Action,

the Salazar PAGA Notice, and the operative Complaint in the *Salazar* Action, based upon the following alleged violations: 1) failure to provide meal periods; 2) failure to provide rest periods; 3) failure to provide recovery periods; 4) failure to provide overtime wages; 5) failure to pay minimum wages; 6) failure to timely pay wages during employment; 7) failure to pay all wages due to discharged and quitting employees; 8) failure to furnish accurate itemized wage statements; 9) failure to maintain required records; 10) failure to reimburse for necessary expenditures incurred in the discharge of duties; 11) failure to pay sick leave; and 12) the failure to implement a Heat Prevention Policy. This release shall include a release for PAGA claims under California Labor Code Sections 200, 201, 202, 203, 204, 204b, 210, 221, 226, 226.3, 227, 227.3, 226.7, 245.5, 246–248.7, 256, 432, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, 6429, 6721, California Code of Regulations, Title 8, Sections 3395, 3396, and IWC Wage Orders 4-2001, 7-2001, 16-2001, Sections 3, 4, 6, 7, 10, 11, 12, 14 only. Plaintiffs do not release any other Aggrieved Employee's claims for wages or damages that are not permitted by law.

18. "Released Parties" means Defendant and all current and former members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, employees and agents thereof.

19. "Settlement Administration Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required for completion of the Settlement and by this Agreement, not to exceed $10,000. Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Settlement Fund.

20. "Settlement Administrator" means Phoenix Settlement Administrators.

C. PAYMENT OF CONSIDERATION

1. Settlement Consideration. Defendant shall pay the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Attorneys' Fees and Costs; (2) Enhancement Payment; (3) Settlement Administration Costs; and (4) payment to the LWDA. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross

Settlement Amount shall revert to Defendant. Payment shall be made to the Settlement Administrator for disbursement in accordance with this Agreement and the Order and Judgment approving the PAGA Settlement. Except as set forth in paragraph D.6 herein, under no circumstances shall Defendant be responsible under this Settlement for payment of more than the Gross Settlement Amount.

2. Pay Periods. The Gross Settlement Amount was calculated with, and is premised on, Aggrieved Employees working 3,398 compensable pay periods in California during the PAGA Period (which number has been reduced by 50% pursuant to Labor Code § 2699(o), as Defendant paid on a weekly basis) ("Affected Pay Periods").

3. Funding of the Gross Settlement Amount. In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), no later than thirty (30) calendar days after the Effective Date, and provided Defendant has received wire or payment instructions and a completed Form W-9 from the Settlement Administrator within a reasonable time before the Effective Date, Defendant shall fully fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Settlement Administrator by wire or as otherwise instructed by the Settlement Administrator. If the payment due date falls on a holiday or weekend, then payment shall be due on the next regular business day. Any interest that is earned on the Gross Settlement Amount shall be allocated to the Net Settlement Fund. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

4. Allocation of the Net Settlement Fund. The Net Settlement Fund shall be used to satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in accordance with the terms of this Agreement. The Net Settlement Fund is the maximum amount that will be available for distribution to the LWDA and Aggrieved Employees in full satisfaction of all Released Claims. Pursuant to PAGA, sixty-five percent (65%) of the Net Settlement Fund will be paid to the LWDA, and the remaining thirty-five percent (35%), will be paid to all Aggrieved Employees ("Net PAGA Payment").

5. Calculation of Individual Settlement Payment. The Settlement Administrator shall calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the total number of Affected Pay Periods. That value will then be multiplied by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

6. Tax Treatment of Individual Settlement Payment. All Individual Settlement Payments shall be allocated 100% as penalties. The amount of payments shall be reported on an IRS Form 1099 (to the extent required by law) by the Settlement Administrator and shall not be subject to local, state or federal tax withholdings.

7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for an Enhancement Payment of up to Ten Thousand Dollars and Zero Cents ($10,000) to each of the named Plaintiffs, or a combined amount of Twenty Thousand Dollars and Zero Cents ($20,000). The Enhancement Payment shall be paid from the Gross Settlement Amount and shall be paid in addition to Plaintiffs' Individual Settlement Payment as Aggrieved Employees. It is understood by Plaintiffs that the Court has final discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs reflecting the Enhancement Payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Enhancement Payment and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiffs shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees as provided

in this Agreement.

9. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiffs may have for attorneys' fees, litigation costs, and expenses arising out of the Action, Defendant agrees that Plaintiffs' Counsel may apply to the Court for an amount of reasonable attorneys' fees not to exceed Forty-Three Thousand Thirty-Seven Dollars and Three Cents ($43,037.03) and will request actual costs, up to a maximum of Sixteen Thousand Dollars and Zero Cents ($16,000.00) ("Attorneys' Fees and Costs"), pursuant to PAGA, which provides for the recovery of attorneys' fees and costs, which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs' Counsel reflecting the awarded attorneys' fees, costs, and expenses. The Parties understand that the Court makes the final determination on the award of Attorneys' Fees and Costs, and that any portion of these amounts not awarded as Attorneys' Fees and Costs shall be added to the Net Settlement Fund and distributed to Aggrieved Employees and LWDA as provided in this Agreement.

10. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to exceed $10,000. These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuance of Form 1099 IRS forms, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees and the LWDA as provided in this Agreement.

D. ADMINISTRATION OF SETTLEMENT

1. Approval of PAGA Settlement. Plaintiffs' Counsel shall request the entry of an order and judgment granting approval of the Settlement pursuant to the terms of this Stipulation for Settlement and Release, which shall include findings and orders: (i) approving the Settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State of California, (iii) reciting the release terms, (iv) directing that the Settlement's terms and provisions be carried out; (v) entering final judgment in accordance with this Agreement and without further fees or costs to any party except as expressly set forth in this Agreement; and (vi) retaining

jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders. Plaintiffs' motion shall be unopposed by Defendant, unless Plaintiffs' approval motion seeks relief inconsistent with or not specified by this Agreement. In such event, Defendant reserve the right to address any assertions that are not consistent with this Agreement.

2. Settlement Administration. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

a. Calculate the Individual Settlement Payment to be paid to each Aggrieved Employee in accordance with the terms and provisions of this Agreement;

b. Print and issue Individual Settlement Payment checks;

c. Verify the last known address for each Aggrieved Employee through a generally utilized, national address update database prior to mailing the Individual Settlement Payment check;

d. Disburse any awards of costs and attorneys' fees;

e. Prepare and issue 1099 Forms;

f. Post the Operative Complaint, Notice Packet to the Aggrieved Employees and Final Order and Judgment on its website for One-hundred and Twenty days (120) days; and

g. Perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

3. Delivery of the Aggrieved Employee List and Data. Within thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a Microsoft Office Excel spreadsheet that includes each Aggrieved Employee's full name; employee number; most recent mailing address; social security number; and information sufficient to identify the total number of Affected Pay Periods worked by the employee during the PAGA Period. All information provided by Defendant to the Settlement Administrator shall

remain confidential and will not be disclosed to any person except as reasonably necessary for the Settlement Administrator to carry out its duties, or pursuant to Defendant's express written authorization or by order of the Court in the Action.

4. Timing of Distribution. Within fourteen (14) calendar days after the payment of the entire Gross Settlement Amount, the Settlement Administrator shall initiate payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Plaintiffs' Counsel. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

5. Mailing of Individual Settlement Payments to Aggrieved Employees:

a. When making payments to the Aggrieved Employees as provided for in this Agreement, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as **Exhibit B**; and (b) their Individual PAGA Payment (collectively, the "PAGA Packet").

b. Prior to mailing, the Settlement Administrator will update all addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendant, Defense Counsel, Plaintiffs' Counsel or named Plaintiffs shall be required to take further action.

c. Aggrieved Employees shall have 180 calendar days after the date the PAGA Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendant, Defendant's counsel, Plaintiff, nor

Plaintiff's Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a settlement payment check within the 180-day period.

d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be delivered to the State of California LWDA consistent with the purposes of PAGA.

6. Additional PAGA Pay Periods.

a. It is currently estimated that Aggrieved Employees worked 3,398 Affected Pay Periods (which number has been reduced by 50% pursuant to Labor Code § 2699(o), as Defendant paid on a weekly basis) through April 30, 2025. Plaintiffs will provide Defendant within ten (10) days' notice of their intent to file a Motion for Approval of the PAGA Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. If the number of Affected Pay Periods exceeds 10% more than 3,398 (more than 3,738 Affected Pay Periods), then the Gross Settlement Amount will increase on a pro rata basis according to the number of additional Affected Pay Periods worked by all Aggrieved Employees during the PAGA Period in excess of 3,738 with respect to the total number of Affected Pay Periods worked by all of the Aggrieved Employees during the PAGA Period.

7. Notice to LWDA.

a. Plaintiffs' Counsel shall be responsible for submitting the final executed Agreement and moving papers in support of Court approval to the LWDA upon filing with the Court pursuant to Labor Code section 2699, but in no event less than three (3) days after this Stipulation for Settlement and Release, and the application or motion thereon is filed. (Plaintiff represents that he has submitted a file-stamped copy of the Complaint to the LWDA pursuant to Labor Code section 2699(*l*)(1).

b. Plaintiffs shall further be responsible for submitting a copy of any order or judgment providing for or denying an award of civil penalties under PAGA, including any order and judgment approving this Settlement, to the LWDA within ten (10) days after entry of the judgment or order pursuant to Labor Code section 2699.

8. Dismissal of *Salazar* Matter. Salazar's counsel shall file a request for dismissal of the *Salazar* action without prejudice concurrently with the Parties' Stipulation for Leave to Amend for Plaintiffs to file a First Amended Consolidated PAGA Representative Complaint in the *Ceja* Action.

E. RELEASE OF CLAIMS

1. Release of Claims by Plaintiffs on behalf of the State of California. Upon the payment of the Gross Settlement Amount by Defendant, Plaintiffs, on behalf of the State of California, hereby do and shall be deemed to have fully and finally released and discharged the Released Parties from all PAGA Released Claims for civil penalties that could have been sought during the time period of November 20, 2023, through April 30, 2025, arising out of the PAGA claims asserted in the operative Ceja First Amended Complaint, the operative Salazar Complaint, the Ceja PAGA Notice dated November 1, 2024, and the Salazar PAGA Notice dated April 9, 2025. Plaintiffs do not release any other Aggrieved Employees' claims for wages or damages.

2. No Right to Opt-Out. The Parties agree there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement.

3. General Release and Waiver of Claims by Plaintiffs. Plaintiffs (on behalf of themselves and their spouses, heirs, executors, administrators, trustees, and/or permitted assigns) also agree to a general release of any and all claims against the Released Parties—which shall include without limitation any and all claims which in any way relate to their respective employment with Defendant or cessation thereof, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof.

4. Waiver of Civil Code section 1542. Plaintiffs expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: "**A general release does not extend to claims that the**

creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the claims released herein, Plaintiffs expressly acknowledge that this Settlement is intended to include in its effect, without limitation, all claims released herein which Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such claims. Neither Plaintiffs nor the Aggrieved Employees are releasing their respective claims or vested rights to any Employee Stock Option Plan ("ESOP") or similar plan as a result of employment with Defendant.

5. No Additional Attorneys' Fees or Costs. The Parties agree to bear their own attorneys' fees and costs related to this Action except as specifically provided in this Agreement.

F. MISCELLANEOUS

1. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and Plaintiffs' Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, Plaintiffs' Counsel, or by the Settlement Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defense Counsel, Plaintiffs' Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN

OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

3. Confidentiality. Plaintiffs represent and agree that they have not and will not disclose or publish the existence of this Agreement through the news media, social media, websites, litigation reporting service or through any other means, except as reasonably necessary to obtain Court approval and administer the terms of the Settlement, or to enforce this Agreement. Plaintiffs' counsel can use the existence of this matter and the Settlement for adequacy of counsel declarations in future actions.

4. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each Party. Plaintiffs expressly warrant that Plaintiff has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

5. Nullification of Settlement Agreement. In the event that the Court does not approve the Settlement as provided herein, the Parties agree to meet and confer to address any concerns the Court raises and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns. The Parties agree to return to mediator Darren M. Cohen, Esq. to assist in that process. If the Court does not grant approval of the Settlement, and the Parties are not able to address any concerns the Court raises after meeting and conferring, then the Settlement will be null and void and the Parties will be returned to their original respective positions. However, a modification of amounts awarded to named Plaintiffs as an Enhancement Payment or to Plaintiffs' counsel as attorney's fees and litigation costs and expenses shall not be deemed a material modification of the Settlement.

6. Continuing Jurisdiction. Upon entry of judgment, the Court shall have continuing jurisdiction over the Settlement pursuant to Code of Civil Procedure §664.6 and California Rules of Court, Rule 3.769.

7. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. Cooperation. The Parties agree to cooperate jointly and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect

the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

11. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

12. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

13. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented by competent counsel of their choosing and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

14. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any immaterial provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not be affected. Notwithstanding the foregoing, the releases contained herein shall not be deemed severed or deleted from this Agreement except upon waiver in writing by Defendant.

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

provisions of this Agreement.

16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

19. Representation by Counsel. The Parties acknowledge that they have been represented by counsel of their choosing throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

20. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

21. Denial of Liability. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor

any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith, including, without limitation, by Defendant should any Party seek relief against any of the Released Parties on any claims released herein.

22. Discovery of Documents and Information. Plaintiffs and Plaintiffs' Counsel agree that they will destroy all documents and information provided to them by Defendant during this Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiffs' Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than Settlement of the Lawsuit.

IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATE: 2/3/2026

Signed by:

770D807A2EF24F6...

By: ______________________________
Plaintiff, Rigoberto Ceja

DATE:

By: ______________________________
Plaintiff, Dario Salazar

any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith, including, without limitation, by Defendant should any Party seek relief against any of the Released Parties on any claims released herein.

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DATE:

By: ______________________________
Plaintiff, Rigoberto Ceja

DATE: Feb 9, 2026

Dario E Salazar

By: ______________________________
Plaintiff, Dario Salazar

DATE: 2/4/2026

APEX CONTRACTING AND RESTORATION, INC.

By: Signed by: Patrick Bodine 93B6638EF0D3463

[PRINT NAME] Patrick Bodine

Defendant

APPROVED AS TO FORM ONLY:

DATE: 2/17/26

THE WHEELER LAW FIRM, APC

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiffs and the other Aggrieved Employees

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

DATE: Feb 3, 2026

Nicholas J. Ferraro

Nicholas J. Ferraro
Lauren N. Vega
Dorota A. James

Attorneys for Plaintiffs and the other Aggrieved Employees

MEDINA McKELVEY LLP

DATE: ____________________

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Alex Medina
Eric Lloyd
Christa Hall

Attorneys for Defendant, Apex Contracting And Restoration, Inc.

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

DATE: ______________________

____
Nicholas J. Ferraro
Lauren N. Vega
Dorota A. James

Attorneys for Plaintiffs and the other Aggrieved Employees

MEDINA McKELVEY LLP

DATE: February 3, 2026

____
Alex Medina
Eric Lloyd
Christa Hall

Attorneys for Defendant, Apex Contracting And Restoration, Inc.