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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DAVID JOHNSON, an individual, on behalf
 of herself and others similarly situated,

Plaintiff,

vs.

1130 W. LA PALMA AVE, INC., a
 California corporation; and DOES 1 through
 10, inclusive,

Defendants.

Case No. 30-2024-01436998-CU-OE-CXC

*[Assigned for all purposes to Hon. William D.
 Claster, Dept. CX101]*

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
 Plaintiff David Johnson (“Plaintiff”) and Defendant 1130 W. La Palma Ave, Inc.

1 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
2 individually as “Party.”

3 1. **DEFINITIONS.**

4 1.1 “Actions” means Plaintiff’s lawsuits alleging class and representative action wage and
5 hour violations against Defendant captioned *Johnson v. 1130 W. La Palma Ave, Inc.*, Case No.
6 30-2024-01436998-CU-OE-CXC, filed on October 29, 2024, in Orange County Superior Court;
7 and *Johnson v. 1130 W. La Palma Ave, Inc.*, Case No. 30-2025-01453393-CU-OE-CXC, filed on
8 January 13, 2025 in the Orange County Superior Court. Plaintiff filed a First Amended Complaint
9 in Case No. 30-2024-01436998-CU-OE-CXC to ensure that all of Plaintiff’s claims were in the
10 present Action for purposes of approval.

11 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties
12 have agreed to appoint to administer the Settlement.

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

17 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an
18 hourly-paid or non-exempt employee at any time during the PAGA Period.

19 1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or
20 non-exempt employee at any time during the Class Period.

21 1.6 “Class Counsel” means John G. Yslas, John G. Yslas, Eugene Zinovyev, John Brown,
22 Lisa B. Iturriaga, Emily Borman, and Gabriella Sole of Wilshire Law Firm, PLC.

23 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
25 request approval from the Court of up to one-third (1/3) of the GSA (currently \$151,666.66 [one
26 hundred fifty-one thousand six hundred sixty-six dollars and sixty-six cents]).

27 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
28 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
not to exceed \$20,000.00 (twenty thousand dollars and zero cents) and paid from the Gross

Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

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

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from October 29, 2020, through December 19, 2025 (“Settlement Class Period”).

1.14 “Class Representative” means the named Plaintiff David Johnson in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Orange.

1.17 “Defendant” means named Defendant 1130 W. La Palma Ave, Inc.

1.18 “Defense Counsel” means Elizabeth Staggs-Wilson and Matthew Morris of Littler Mendelson, P.C.

1.19 “Effective Date” means 65 days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval

of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means four hundred fifty-five thousand dollars and zero cents (\$455,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

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

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

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

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

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

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

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

1.31 “Operative Complaint” means the operative First Amended Class Action Complaint in the present action.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from November 8, 2023, through December 19, 2025.

1.34 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 "PAGA Notice" means Plaintiff's November 8, 2024, letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 "PAGA Penalties" means the total amount of \$71,250.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% (\$24,937.50) to the Aggrieved Employees and 65% (\$46,312.50) to the LWDA in settlement of PAGA claims.

1.37 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 "Plaintiff" means David Johnson, the named plaintiff in the Action.

1.39 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42 "Released Parties" means Defendant, its parent, subsidiary and affiliated corporations and entities and each of their respective present and former officers, directors, shareholders, investors, agents, employees, reinsurers and their insurance carriers, attorneys and their agents and employees, and all respective predecessors, successors, and assigns.

1.43 "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.

1.44 "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) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or 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 fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

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

2. **RECITALS.**

2.1 On October 29, 2024, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2.2 On November 8, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA- -CM-1060924-24). On January 13, 2025, after the 65-day statutory period passed, Plaintiff filed a separate complaint for penalties pursuant to Labor Code § 2699, et seq., Case No. 30-2025-01453393-CU-OE-CXC.

2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged in the Actions.

2.4 On October 20, 2025, the Parties participated in an all-day mediation presided over by mediator Tagore Subramaniam. The Parties accepted a mediator’s proposal and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on February 20, 2026.

2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.6 The Court has not granted class certification because the Parties engaged in mediation before any request for class certification was filed.

2.7

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay four hundred fifty-five thousand dollars and zero cents (\$455,000.00), to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

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

3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff of not more than \$10,000.00 (ten thousand dollars and zero cents) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be one hundred fifty-one thousand six hundred sixty-six dollars and sixty-six cents (\$151,666.66) and a Class Counsel Litigation

Expenses Payment for actual costs, not to exceed \$20,000.00 (twenty thousand dollars with zero cents). Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$6,890.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$6,890.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject

to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of seventy-one thousand two hundred fifty dollars and zero cents (\$71,250.00) to be paid from the Gross Settlement Amount, with 65% (\$46,312.50) allocated to the LWDA PAGA Payment and 35% (\$24,937.50) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties of \$24,937.50 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 355 Class Members who collectively worked an approximate total of 26,492 workweeks during the Class Period, and 203 Aggrieved Employees who worked a total of 3,816 PAGA Pay Periods during the PAGA Period.

4.2 Class Data. Not later than ten (14) days after the Effective Date, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence,

1 use the Class Data only for purposes of this Settlement and for no other purpose, and restrict
2 access to the Class Data to Administrator employees who need access to the Class Data to effect
3 and perform under this Agreement. Defendant has a continuing duty to immediately notify Class
4 Counsel if it discovers that the Class Data omitted class member identifying information and to
5 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of
6 the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
7 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
8 any issues related to missing or omitted Class Data.

9 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
10 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
11 the funds to the Administrator no later than fourteen (30) days after the Effective Date.

12 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
13 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
14 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
15 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
16 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
17 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
18 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

19 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
20 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
21 face of each check shall prominently state the date (180 days after the date of mailing) when the
22 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
23 Void Date. The Administrator will send checks for Individual Settlement Payments to all
24 Participating Class Members (including those for whom the Class Notice was returned
25 undelivered). The Administrator will send checks for Individual PAGA Payments to all
26 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
27 Employees (including those for whom Class Notice was returned undelivered). The Administrator
28 may send Participating Class Members a single check combining the Individual Class Payment
and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator

must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

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

5.1 **Plaintiff's Release.** As part of this Agreement, Plaintiff will enter into a separate individual settlement agreement with Defendant that includes a general release and section 1542 waiver of all claims he may have against Defendant, whether such claims are known or unknown. The execution and non-revocation of Plaintiff's individual settlement agreement constitutes a material term of this Agreement. Plaintiff's release does not extend to any claims or actions to enforce this Agreement outside of those alleged in this Action, or to any claims for vested benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or any claims referenced in the separate individual settlement agreement. While the terms of this

1 settlement are confidential, the Parties are willing to provide the Court with the terms of Plaintiff's
2 individual, confidential settlement under seal or in camera. If the Court is unwilling to grant final
3 approval of the representative class and PAGA claims due to the contemplated settlement of
4 Plaintiff's individual claims, or if the Court is inclined to reduce any such settlement or the
5 Service Payment contemplated in Section 3.2.1 above, any such reduction in monies will revert
6 to the Gross Settlement Amount. In any such event, Plaintiff agrees that he will not oppose
7 settlement of this matter as contemplated herein.

8 5.2 Released Class Claims: The claims released by Class Members, other than those who
9 submit requests for exclusion (the "Released Class Claims") are all claims, rights, demands,
10 liabilities, and causes of action alleged or which could have reasonably been alleged based on the
11 Class Period facts alleged in the operative Complaint, which include, but are not limited to, (1)
12 claims for the alleged failure to pay minimum and straight time wages pursuant to Labor Code
13 sections 204, 1194, 1194.2, 1197 and 1197.1; (2) claims for the alleged failure to pay overtime
14 wages pursuant to Labor Code sections 1194 and 1198; (3) claims for the alleged failure to
15 provide meal periods pursuant to Labor Code sections 226.7 and 512; (4) claims for the alleged
16 failure to authorize and permit rest periods pursuant to Labor Code section 226.7; (5) claims for
17 the alleged failure to timely pay final wages pursuant to Labor Code sections 201-203; (6) claims
18 for the alleged failure to provide accurate wage statements pursuant to Labor Code section 226;
19 (7) claims for the alleged failure to indemnify employees for expenditures pursuant to Labor Code
20 section 2802; (8) claims for the alleged failure to produce requested employee records pursuant
21 to Labor Code sections 226 and 1198.5; and (9) unfair business practices pursuant to California
22 Business and Professions Code sections 17200, et seq. The Released Class Claims are those that
23 accrued during the Class Period. This release includes all possible penalties, interest, injunctive
24 relief, claims for restitution, declaratory relief, damages arising from any claims for fraudulent
25 business practices, punitive damages, and any other claims under the common law, FLSA, Labor
26 Code, the Industrial Welfare Commission Wage Orders, and Business and Professions code as
27 alleged or that could have been alleged in Plaintiff's operative complaint.

28 5.3 Released PAGA Claims: Upon the date that the settlement is funded, Plaintiff, as an
agent of the LWDA, will be deemed to have fully, finally, and forever released, settled,

1 compromised, relinquished and discharged any and all of the Released Parties of and from any
2 and all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code
3 § 2698 et seq.), (“PAGA claims”) as alleged in the LWDA notice sent to the LWDA by Plaintiff
4 or reasonably could have been alleged based on the facts alleged in LWDA notice letter and
5 operative PAGA Complaint (the “Released PAGA Claims”). The Released PAGA Claims are
6 those that accrued during the period from November 8, 2023, through December 19, 2025
7 (“PAGA Period”) including PAGA penalties based on (1) the alleged failure to provide all
8 compensation, including
9 straight time wages, overtime, and minimum wage, for all hours worked in violation of Labor
10 Code sections 510, 1194, 1197.1 and 1198; (2) the alleged failure to provide meal periods or
11 premium payments in lieu thereof in violation of Labor Code sections 512 and any applicable
12 Wage Orders; (3) the alleged failure to authorize and permit rest breaks or provide premium
13 payments in lieu thereof in violation of Labor Code section 512 and any applicable Wage Orders;
14 (4) the alleged failure to pay all aggrieved employees at least twice a month pursuant to Labor
15 Code section 204; (5) the alleged failure to maintain accurate records pursuant to Labor Code
16 sections 1174 and 1174.5 and any applicable Wage Orders; (6) the alleged failure to pay all wages
17 at termination pursuant to Labor Code section 201-203 and 213(d); (7) the alleged failure to
18 furnish accurate itemized wage statements pursuant to Labor Code section 226; (8) the alleged
19 failure to indemnify Aggrieved Employees for all necessary business expenses under Labor Code
20 section 2802; (9) the alleged failure to provide requested employment records pursuant to Labor
21 Code sections 226, 432, and 1198.5; and (10) the alleged failure to maintain accurate records
22 pursuant to Labor Code section 1174. To the extent the LWDA will be deemed to have released
23 the Released PAGA Claims in connection with settlement of this matter, no Aggrieved Employee
24 may pursue these same Released PAGA Claims released in this matter in another action. The
25 Aggrieved Employees will be collaterally estopped from pursuing the PAGA claims released and
26 compromised by the LWDA. After the Court grants final approval of the settlement, Plaintiff will
27 provide the LWDA with a copy of the Judgment which will include a list of the Aggrieved
28 Employees during the PAGA Period. The express purpose of this settlement and the Judgment to
be entered by the Court following approval of this settlement is to forever bar Plaintiff, the

LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA Claims that occurred during the PAGA Period in any future litigation.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 **Responsibilities of Counsel**. Class Counsel is responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant

Preliminary Approval 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 in person or by telephone, 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 Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment

1 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks
2 and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
3 Administrator shall update Class Member addresses using the National Change of Address
4 database.

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

12 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
13 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
14 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
15 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
16 deadline with the re-mailed Class Notice.

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

25 7.5 Requests for Exclusion (Opt-Outs).

26 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
27 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
28 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion

1 is a letter from a Class Member or his/her representative that reasonably communicates the Class
2 Member's election to be excluded from the Settlement and includes the Class Member's name,
3 address and email address or telephone number. To be valid, a Request for Exclusion must be
4 timely faxed, emailed, or postmarked by the Response Deadline.

5 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
6 to contain all the information specified in the Class Notice. The Administrator shall accept any
7 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
8 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
9 determination shall be final and not appealable or otherwise susceptible to challenge. If the
10 Administrator has reason to question the authenticity of a Request for Exclusion, the
11 Administrator may demand additional proof of the Class Member's identity. The Administrator's
12 determination of authenticity shall be final and not appealable or otherwise susceptible to
13 challenge. The Court may review any decision made by the settlement administrator regarding
14 such disputes. The Court has final say on the validity and authenticity of requests for exclusion.

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

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

26 7.5.5 If a combined 7.5% of Class Members timely opt out of the settlement by submitting
27 valid and timely requests for exclusion, Defendant shall have the sole and absolute discretion to
28 rescind/void the settlement agreement within twenty (20) calendar days after receiving from the
settlement administrator the final list of requests for exclusion. Defendant agrees to meet and

1 confer in good faith with Class Counsel before rescinding or voiding the settlement agreement.
2 In the event that Defendant elects to rescind/void the settlement agreement, Defendant shall
3 provide written notice of such rescission to Class Counsel. Such rescission shall have the same
4 effect as a termination of the settlement agreement for failure to satisfy a condition of settlement,
5 and the settlement agreement shall become null and void and have no further force or effect. The
6 Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the
7 event Defendant rescinds the settlement, Defendant shall be solely responsible for any fees and
8 costs incurred by the Settlement.

9 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
10 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
11 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
12 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
13 may challenge the allocation by communicating with the Administrator via fax, email or mail.
14 The Administrator must encourage the challenging Class Member to submit supporting
15 documentation. In the absence of any contrary documentation, the Administrator is entitled to
16 presume that the Workweeks contained in the Class Notice are correct so long as they are
17 consistent with the Class Data. The Administrator's determination of each Class Member's
18 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
19 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
20 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
21 Administrator's determination of the challenges. The Court may review any decision made by the
22 administrator regarding such dispute.

23 7.7 Objections to Settlement.

24 7.7.1 Only Participating Class Members may object to the class action components of the
25 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
26 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
27 Payment and/or Class Representative Service Payment.

28 7.7.2 Participating Class Members may send written objections to the Administrator, by
fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire

an attorney to appear in Court) to present 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 forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, 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; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes 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 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

1 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
2 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
3 objections received.

4 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
5 address and make final decisions consistent with the terms of this Agreement on all Class Member
6 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
7 shall be final and not appealable or otherwise susceptible to challenge.

8 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
9 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
10 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
11 for filing in Court attesting to its due diligence and compliance with all of its obligations under
12 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
13 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
14 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
15 number of written objections and attach the Exclusion List. The Administrator will supplement
16 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
17 for filing the Administrator’s declaration(s) in Court.

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

26 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. The GSA was calculated based
27 on the estimate that 355 Class Members worked a total of 26,492 workweeks during the Class
28 Period. If the total number of workweeks increases by more than 10% (i.e. an increase of more
than 2,650 workweeks), then Defendant may elect to either 1) purchase the additional weeks at a

1 pro rata rate for workweeks above the 2,650 workweeks, or 2) cut off the release period as of the
2 date the 10% cushion is exhausted. If this provision is triggered, the Parties agree that the portion
3 of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of
4 attorneys' fees remains one-third (1/3) of the GSA after the upward adjustment required by this
5 provision is implemented.

6 9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
7 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
8 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
9 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
10 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
11 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
12 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
13 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

14 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
15 by a Participating Class Member, including the right to file responsive documents in Court no
16 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
17 accepted by the Court.

18 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
19 Approval on any material change to the Settlement (including, but not limited to, the scope of
20 release to be granted by Class Members), the Parties will expeditiously work together in good
21 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
22 Approval. The Court's decision to award less than the amounts requested for the Class
23 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
24 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
25 modification to the Agreement within the meaning of this paragraph.

26 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
27 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
28 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.

1 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
2 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
3 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
4 counsel, and all Participating Class Members who did not object to the Settlement as provided in
5 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
6 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
7 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
8 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
9 obligations to perform under this Agreement will be suspended until such time as the appeal is
10 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
11 of the Net Settlement Amount.

12 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
13 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
14 modification of this Agreement (including, but not limited to, the scope of release to be granted
15 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
16 expeditiously work together in good faith to address the appellate court's concerns and to obtain
17 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
18 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
19 Court's award of the Class Representative Service Payment or any payments to Class Counsel
20 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
21 as long as the Gross Settlement Amount remains unchanged.

22 10. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil
23 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
24 judgment.

25 11. **ADDITIONAL PROVISIONS**.

26 11.1 No Admission of Liability, Class Certification or Representative Manageability for
27 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
28 claims. Nothing in this Agreement is intended or should be construed as an admission by
Defendant that any of the allegations in the Operative Complaint have merit or that Defendant

1 has any liability for any claims asserted; nor should it be intended or construed as an admission
2 by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
3 certification and representative treatment is for purposes of this Settlement only. If, for any
4 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
5 reserves the right to contest certification of any class for any reason, Defendant reserves all
6 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
7 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
8 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
9 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
10 Settlement and this Agreement).

11 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
12 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
13 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
14 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
15 or indirectly, specifically or generally, to any person, corporation, association, government
16 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
17 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
18 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
19 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
20 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
21 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
22 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
23 communication, before the filing of the Motion for Preliminary Approval, with any third party
24 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
25 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
26 communications with Class Members in accordance with Class Counsel's ethical obligations
27 owed to Class Members.

28 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal

1 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
2 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
3 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

4 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties
6 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
7 inducements made to or by any Party.

8 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
10 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
11 its terms, and to execute any other documents reasonably required to effectuate the terms of this
12 Agreement including any amendments to this Agreement.

13 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
14 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
15 Settlement Agreement, submitting supplemental evidence and supplementing points and
16 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
17 or content of any document necessary to implement the Settlement, or on any modification of the
18 Agreement that may become necessary to implement the Settlement, the Parties will seek the
19 assistance of a mediator and/or the Court for resolution.

20 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
23 action, or right released and discharged by the Party in this Settlement.

24 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
26 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
27 Part 10, as amended) or otherwise.

28 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
modified, changed, or waived only by an express written instrument signed by all Parties or their

representatives, and approved by the Court.

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

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

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

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

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

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

11.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
 Eugene Zinovyev
eugene.zinovyev@wilshirelawfirm.com
 John Brown
john.brown@wilshirelawfirm.com
 Gabriella Solé
gabriella.sole@wilshirelawfirm.com
 Lisa B. Iturriaga
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM

To Defendant:

Elizabeth Staggs-Wilson
estaggs-wilson@littler.com
 Matthew Morris
mamorris@littler.com
LITTLER MENDELSON, P.C.
 633 W. 5th Street, 63rd Floor
 Los Angeles, CA 90071

660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

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

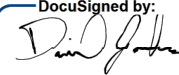
11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Orange County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6. The Court shall have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

IT IS SO AGREED.

By the Parties:

DATED: 7/29/2026

DocuSigned by:

 34D0B53ECE574AF...

Plaintiff DAVID JOHNSON

DATED: 7/29/2026

Defendant 1130 W. LA PALMA AVE, INC.

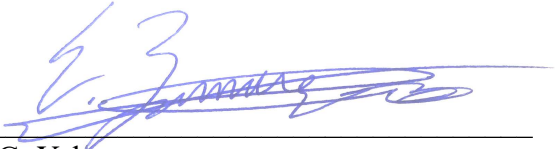
By:  Simcha Mandelbaum

Position: Authorized Agent for Signature

Approved by counsel:

DATED: July 29, 2026

WILSHIRE LAW FIRM

BY: 

John G. Yslas

Eugene Zinovyev

John Brown

Lisa B. Iturriaga

Emily Borman

Gabriella Solé

Counsel for Plaintiff

DATED: July 29, 2026

LITTLER MENDELSON, P.C

BY: /s/ Matthew Morris

Elizabeth Staggs-Wilson

Matthew Morris

Counsel for Defendant