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PASCAL STEEL CORPORATION, et. al.

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JESUS MORENO DIAZ, an individual, on behalf of
himself and all similarly situated aggrieved
employees,

Plaintiffs,

v.

PASCAL STEEL CORPORATION, a California
corporation; MICHAEL DEPASCALE, an
individual; DOLLY DEPASCALE, an
individual; TIMOTHY DEPASCALE, an
individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24CU031114C

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

Complaint Filed: December 30, 2024
Trial Date: Not Yet Assigned

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff JESUS MORENO DIAZ (“Plaintiff”) and defendants PASCAL STEEL
3 CORPORATION, MICHAEL DEPASCALE, DOLLY DEPASCALE, and TIMOTHY
4 DEPASCALE, (collectively referred to as “Defendants”). The Agreement refers to Plaintiff and
5 Defendants collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations and a PAGA
8 claim against Defendants filed in the Superior Court of the State of California for the County of
9 San Diego, Case Number 24CU031114C.

10 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
11 Parties have agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employee” means all individuals who were employed by Defendant
17 Pascal Steel Corporation as a non-exempt employee during the PAGA Period.

18 1.5. “Class” means all individuals who were employed by Defendant Pascal Steel
19 Corporation as a non-exempt employee in California during the Class Period.

20 1.6. “Class Counsel” means Michael C. Robinson, Jr. and Orion S. Robinson of
21 Robinson Di Lando, a Professional Law Corporation.

22 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
23 mean the amounts allocated from the Gross Settlement Amount to Class Counsel for
24 reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the
25 Action.

26 1.8. “Class Data” means Class Member identifying information in Defendants’
27 possession including the Class Member’s name, last-known mailing address, Social Security
28 number, and number of Class Period Workweeks worked during the Class Period and PAGA Pay

Periods worked during the PAGA Period, as applicable.

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

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English or in a Spanish translation, without material variation.

1.12. “Class Period” means the period from December 30, 2020 through the date of preliminary court approval of the settlement.

1.13. “Class Representative” means Plaintiff Jesus Moreno Diaz.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of San Diego.

1.16. “Defendants” means Pascal Steel Corporation, Michael DePascale, Dolly DePascale, and Timothy DePascale.

1.17. “Defense Counsel” means Leonid M. Zilberman and Geoffrey D. La Val of Wilson Turner Kosmo LLP.

1.18. “Effective Date” means the date by which all of the following have occurred:

- (1) The Court has granted Final Approval of the Settlement;
- (2) The Court has issued the Final Order, dismissed all of Plaintiff’s claims in the Action with prejudice in their entirety, and entered Judgment in accordance with the terms described herein;
- (3) Defense Counsel is served with a copy of the Order Granting Final Approval; and
- (4) The judgment is final, meaning that (i) it is appealable and (ii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the

1 judgment having been commenced, such appeal or other review is finally
 2 concluded and no longer is subject to review by any court, whether by appeal,
 3 petitions for rehearing or re-argument, petitions for re-hearing en banc, petitions
 4 for writ of certiorari, or otherwise, and such appeal or other review has been
 5 finally resolved in such manner that affirms the judgment order in its entirety. If
 6 the Parties' Settlement is not approved as described herein, the Settlement shall
 be void *ab initio* and of no further force or effect, and the Parties shall be returned
 in all respects to their respective positions as of September 29, 2025, the day
 before the settlement of this matter.

7 1.19. "Final Approval" means the Court's Order Granting Final Approval of the
 8 Settlement.

9 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
 10 Approval of the Settlement.

11 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
 12 Approval of the Settlement.

13 1.22. "Gross Settlement Amount" means Seven Hundred Fifty Thousand Dollars
 14 (\$750,000) which is the total amount Defendants agree to pay under the Settlement. The Gross
 15 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
 16 the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
 17 Payment, Class Representative Service Payment, and the Administration Expenses Payment.

18 1.23. "Individual Class Payment" means each Participating Class Member's pro rata
 19 share of the Net Settlement Amount calculated according to the Participating Class Member's
 20 number of Workweeks worked during the Class Period.

21 1.24. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of
 22 35% of the PAGA Penalties calculated according to the Aggrieved Employee's number of PAGA
 23 Pay Periods worked during the PAGA Period.

24 1.25. "Judgment" means the judgment entered by the Court based upon the Final
 25 Approval.

26 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
 27 agency entitled, under PAGA, to receive the LWDA PAGA Payment.

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment.

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

1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee received a wage payment from Defendant Pascal Steel Corporation for work performed as a non-exempt employee during the PAGA Period.

1.31. “PAGA Period” means the period from October 26, 2023 through the date of preliminary court approval of the settlement.

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

1.33. “PAGA Notice” means Plaintiff’s December 28, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of all PAGA claims in the Action (i.e., \$50,000), allocated 35% to the Aggrieved Employees (\$17,500.00) and the 65% to LWDA (\$32,500.00).

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

1.36. “Plaintiff” means Jesus Moreno Diaz.

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

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in paragraph 5.1 below.

1 1.40. "Released PAGA Claims" means the claims being released as described in
2 Paragraph 5.2 below.

3 1.41. "Released Parties" means collectively: Defendants and each of their current and
4 former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and
5 each of their respective officers, directors, employees, partners, shareholders, attorneys, agents,
6 executors, and assigns.

7 1.42. "Request for Exclusion" means a Class Member's submission of a written request
8 to be excluded from the Class Settlement signed by the Class Member.

9 1.43. "Response Deadline" means sixty (60) days after the Administrator mails the Class
10 Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class
11 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email,
12 or mail an Objection to the Settlement, or (c) submit a challenge to their Workweeks or PAGA
13 Pay Periods. Class Members to whom Notice is resent after having been returned undeliverable
14 to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration
15 of the Response Deadline in which to respond.

16 1.44. "Settlement" means the disposition of the Action effected by this Agreement and
17 the Judgment.

18 1.45. "Workweek" means any calendar week during which a Class Member received a
19 wage payment from Defendant Pascal Steel Corporation for work performed as a non-exempt
20 employee in California during the Class Period.

21 **2. RECITALS.**

22 2.1. On December 30, 2024, Plaintiff commenced this Action by filing a Complaint
23 alleging causes of action against Defendants for failure to pay overtime wages, failure to pay
24 minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to
25 provide rest periods or compensation in lieu thereof, failure to pay due wages at termination,
26 failure to furnish accurate wage statements, violation of Labor Code section 226(c), violation of
27 Labor Code section 1198.5, violation of Labor Code section 2802, and unfair competition. On
28 March 5, 2025, Plaintiff filed a First Amended Complaint adding a cause of action under the

1 Private Attorneys General Act (“PAGA”) for civil penalties under Labor Code section 2699. The
2 First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)
3 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the
4 laws identified in in the Operative Complaint and deny any and all liability for the causes of action
5 alleged.

6 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
7 notice to Defendants and the LWDA by sending the PAGA Notice.

8 2.3. On September 30, 2025, the Parties participated in an all-day mediation presided
9 over by Anthony Pantoni, Esq., a well-respected mediator with experience in class action and
10 PAGA claims, which led to this Agreement to settle the Action on the date of the mediation.

11 2.4. Prior to and during mediation, Plaintiffs obtained, through informal discovery,
12 the number of Class Members, the total number of workweeks worked, the total number of pay
13 periods worked, average rates of pay, sample time records, sample payroll records, written
14 policies, and related information. Plaintiff’s investigation was sufficient to satisfy the criteria for
15 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
16 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

17 2.5. The Court has not yet granted class certification.

18 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
19 of any other pending matter or action asserting claims that will be extinguished or affected by the
20 Settlement.

21 **3. MONETARY TERMS.**

22 3.1. Gross Settlement Amount. Defendants promise to pay \$750,000.00 and no more
23 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed
24 on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay
25 the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3
26 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
27 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as
28 a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
3 the Court in the Final Approval Order:

4 3.2.1. To Plaintiff: a Class Representative Service Payment to the Class
5 Representative of not more than \$15,000 (in addition to any Individual Class Payment and any
6 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
7 Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class
8 Representative Service Payment that does not exceed this amount. As part of the motion for Class
9 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court
10 approval for any Class Representative Service Payments no later than sixteen (16) court days
11 prior to the Final Approval Hearing. If the Court approves a Class Representative Service
12 Payment less than the amount requested, the Administrator will retain the remainder in the Net
13 Settlement Amount. The Administrator will pay the Class Representative Service Payment using
14 IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on his Class
15 Representative Service Payment.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
17 33.33%, which is currently estimated to be \$250,000.00 and a Class Counsel Litigation Expenses
18 Payment of not more than \$17,500.00. Defendants will not oppose requests for these payments
19 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion
20 for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than
21 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel
22 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
23 requested, the Administrator will allocate the remainder to the Net Settlement Amount. With the
24 exception of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
25 all Parties shall bear their own fees and costs. Defendants and the Released Parties shall have no
26 liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion
27 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
28 Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses

1 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
2 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
3 Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
4 or controversy regarding any division or sharing of any of these Payments.

5 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
6 \$6,500 except for a showing of good cause and as approved by the Court. To the extent the
7 Administration Expenses are less or the Court approves payment less than \$6,500, the
8 Administrator will retain the remainder in the Net Settlement Amount for distribution to
9 Participating Class Members.

10 3.2.4. To Each Participating Class Member: An Individual Class Payment
11 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
12 by all Participating Class Members during the Class Period and (b) multiplying the result by each
13 Participating Class Member's Workweeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments. 10.00% of
15 each Participating Class Member's Individual Class Payment will be allocated to settlement of
16 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
17 reported on an IRS W-2 Form. The 90.00% of each Participating Class Member's Individual
18 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
19 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
20 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
21 employee taxes owed on their Individual Class Payment.

22 3.2.4.2. Effect of Non-Participating Class Members on Calculation
23 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
24 Class Payments. The Administrator will retain amounts equal to their Individual Class
25 Payments in the Net Settlement Amount for distribution to Participating Class Members on a
26 pro rata basis. Any Non-Participating Class Member who is also an Aggrieved Employee will
27 still receive their Individual PAGA Payment.

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1 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
2 amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 65% (\$32,500)
3 allocated to the LWDA PAGA Payment and 35% (\$17,500.00) allocated to the Individual PAGA
4 Payments.

5 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
6 by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties
7 (\$17,500.00) by the total number of PAGA Pay Periods of all Aggrieved Employees but only for
8 the time period that the employee performed non-exempt work during the PAGA Period and (b)
9 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees
10 assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

11 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
12 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
13 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

14 3.4.5.3 Defendants' monetary obligation under this Agreement is limited
15 to the Settlement Sum. Defendants' shall not be required to contribute any additional monies
16 above the Settlement Sum under any circumstances whatsoever, other than the employer
17 payroll taxes. Nor shall Defendants be required to pay more than the Settlement Sum to obtain
18 the relief provided in this Agreement or to fully and finally settle and resolve the PAGA Claims.
19 Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in
20 part, however that may occur, or the Settlement of the Action is barred by operation of law, or
21 invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will
22 cease to have any obligation to pay any portion of the Settlement Sum to anyone under the terms
23 of this Agreement.

24 **4. SETTLEMENT FUNDING AND PAYMENTS.**

25 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
26 the employee records maintained by Pascal Steel Corporation from the beginning of the Class
27 Period through August 19, 2025, Defendants estimated there were 89 Class Members who
28 collectively worked a total of 12,386 Workweeks, and 64 Aggrieved Employees who received a

1 total 4,570 PAGA Pay Periods during such time.

2 4.2. Class Data. Not later than twenty-one (21) days after the Court grants
3 Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the
4 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
5 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
6 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
7 Administrator employees who need access to the Class Data to effect and perform under this
8 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
9 discover that the Class Data omitted class member identifying information and to provide
10 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
11 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
12 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
13 issues related to missing or omitted Class Data.

14 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
15 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
16 taxes due therewith by transmitting the funds to the Administrator no later than thirty (30)
17 calendar days after the Effective Date.

18 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
19 Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all
20 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
21 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
22 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
23 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
24 Representative Service Payments shall not precede disbursement of Individual Class Payments
25 and Individual PAGA Payments.

26 4.4.1. The Administrator will issue checks for the Individual Class Payments
27 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
28 postage prepaid. The face of each check shall prominently state the date (not less than 180 days

1 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
2 not cashed by the void date. The Administrator will send checks for Individual Settlement
3 Payments to all Participating Class Members (including those for whom the Class Notice was
4 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
5 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
6 Employees (including those for whom the Class Notice was returned undelivered). The
7 Administrator may send Participating Class Members who qualify as Aggrieved Employees a
8 single check combining the Individual Class Payment and the Individual PAGA Payment. Before
9 mailing any checks, the Administrator must update the recipients' mailing addresses using the
10 National Change of Address Database.

11 4.4.2. The Administrator must conduct a Class Member Address Search for all
12 other Class Members whose checks are returned undelivered without USPS forwarding address.
13 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
14 forwarding address provided or to an address ascertained through the Class Member Address
15 Search. The Administrator need not take further steps to deliver checks to Class Members whose
16 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
17 replacement check to any Class Member whose original check was lost or misplaced, requested
18 by the Class Member prior to the void date.

19 4.4.3. For any Class Member whose Individual Class Payment check or
20 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
21 shall transmit the funds represented by such checks to the California Controller's Unclaimed
22 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
23 the requirements of California Code of Civil Procedure Section 384, subd. (b).

24 4.4.4. No Credit Toward Benefit Plans. The Individual Class Payments and
25 Individual PAGA Payments made to Participating Class Members and/or Aggrieved Employees
26 under this Settlement, as well as any other payments made pursuant to this Settlement, will not
27 be utilized to calculate any additional benefits under any benefit plans to which any Class
28 Members 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 Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouse (if applicable), representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Further, Plaintiff's Release does not extend to non-wage claims alleged in his individual lawsuit against Defendants

5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,

1 which reads:

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

6 5.3 “Released Class Claims” means all claims, rights, demands, liabilities, and causes
7 of action that are alleged in the Operative Complaint in the Action, or which could have
8 been alleged by reason of, or in connection with, any matter or fact set forth or referred
9 to in the Operative Complaint in the Action, including claims for violation of: (a)
10 California Labor Code § 510 (unpaid overtime); (b) California Labor Code §§ 1194,
11 1197, and 1197.1 (unpaid minimum wages); (c) California Labor Code §§ 226.7,
12 512(a), (failure to provide meal periods); (d) California Labor Code §§ 226.7 (failure
13 to authorize and permit rest periods); (e) California Labor Code §§ 226(a), 1174(d)
14 (non-compliant wage statements and failure to maintain payroll records); (f) California
15 Labor Code §§ 201 and 202 (wages not timely paid upon termination); (g) California
16 Labor Code § 204 (failure to timely pay wages during employment); (h) California
17 Labor Code § 2802 (unreimbursed business expenses); (i) Labor Code § 246 (failure to
18 pay sick wages at the proper legal rate); (j) California Business & Professions Code
19 §§ 17200, et seq. (unlawful business practices); and (k) all claims for liquidated
20 damages, statutory penalties, interest, fees, costs based on the foregoing.

21 5.4 “Released PAGA Claims” means all claims for civil penalties under California
22 Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought
23 based on the same facts alleged in Plaintiff’s LWDA letters during the PAGA Period,
24 including all claims arising under California Labor Code sections 96, 98.6, 200, 201,
25 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 246 *et seq.*, 432, 510, 512, 558,
26 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, as
27 well as all PAGA claims for failure to pay all wages owed (including claims for failure
28 to pay minimum wages, straight time wages, overtime and double-time compensation);

all claims for failing to timely pay all wages owed (whether regular or final wages); all claims for failure to provide compliant meal, rest, and recovery periods; all claims for failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for failing to provide accurate itemized wage statements; all claims for failure to maintain accurate employment records; all claims for improper deductions to wages; and all claims for failure to reimburse necessary business expenses.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals. Class Counsel will provide Defense Counsel with a draft of these documents for review and comment at least five (5) court days prior to the filing of the Motion for Preliminary Approval. In addition, Class Counsel will notify the LWDA of the Settlement as required by PAGA.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) 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 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. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class Members 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 and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering 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 and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. However, no Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class

1 Notice to all Class Members; conducting a National Change of Address search to update Class
2 Member addresses before mailing the Class Notice; re-mailing Class Notices that are returned to
3 the Class Member's new address; setting up a toll-free telephone number and email and a fax
4 number to receive communications from Class Members; receiving and reviewing for validity
5 completed Requests for Exclusion; providing the Parties with weekly status reports about the
6 delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes;
7 calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to
8 effectuate the payments due under the Settlement; issuing the tax reports required under this
9 Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties
10 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
11 the Administrator other than a professional relationship arising out of prior experiences
12 administering settlements. The Parties and their Counsel represent that they have no interest or
13 relationship, financial or otherwise, with the Administrator other than a professional relationship
14 arising out of prior experiences administering settlements.

15 7.2 Employer Identification Number. The Administrator shall have and use its own
16 Employer Identification Number for purposes of calculating payroll tax withholdings and
17 providing reports state and federal tax authorities.

18 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
19 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
20 Regulation section 468B-1.

21 7.4 Notice to Class Members.

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

25 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
26 fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class
27 Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
28 the Class Notice with Spanish translation, if applicable. The first page of the Class Notice shall

1 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
2 Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
3 applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall
4 update Class Member addresses using the National Change of Address database.

5 7.4.3 Not later than three (3) business days after the Administrator's receipt of
6 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
7 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
8 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
9 the Class Notice to the most current address obtained. The Administrator has no obligation to
10 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
11 returned by the USPS a second time.

12 7.4.4 The deadlines for Class Members' written objections, Challenges to
13 Workweeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended
14 an additional fourteen (14) calendar days beyond the expiration of the Response Deadline. The
15 Administrator will inform the Class Member of the extended deadline with the re-mailed Class
16 Notice.

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

25 7.5 Requests for Exclusion (Opt-Outs).

26 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the
27 Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request
28 for Exclusion not later than the Response Deadline (plus an additional fourteen (14) calendar days

1 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
2 Class Member or his/her representative that reasonably communicates the Class Member's
3 election to be excluded from the Settlement and includes the Class Member's name, address and
4 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
5 emailed, or postmarked by the Response Deadline. An Election Not to Participate in Settlement
6 form may be used for this purpose but is not required.

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

16 7.5.3 Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
18 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
19 Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the
20 Participating Class Member actually receives the Class Notice or objects to the Settlement.

21 7.5.4 Every Class Member who submits a valid and timely Request for
22 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
23 or have the right to object to the class action components of the Settlement. Because future PAGA
24 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
25 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
26 5.2 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member
27 submits both a Request for Exclusion and an objection, only the Request for Exclusion will be
28 accepted, and the objection will be void.

1 7.5.5 All Aggrieved Employees are entitled to all benefits and bound by all terms
2 and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved
3 Employees' Release under Section 5.2 of this Agreement regardless of whether the Aggrieved
4 Employee actually receives the Class Notice, an Individual PAGA Payment, opts out of the class
5 portion of the Settlement, or disputes the pay periods set forth in the Class Notice. Aggrieved
6 Employees may not exclude themselves from the PAGA portion of the Settlement and do not
7 have standing to object to any portion of the Settlement.

8 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
9 after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for
10 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
11 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
12 Member may challenge the allocation by communicating with the Administrator via fax, email or
13 mail. The Administrator must encourage the challenging Class Member to submit supporting
14 documentation. In the absence of any contrary documentation, the Administrator is entitled to
15 presume that the Workweeks contained in the Class Notice are correct so long as they are
16 consistent with the Class Data. The Administrator's determination of each Class Member's
17 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
18 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
19 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
20 the Administrator's determination the challenges.

21 7.7 Objections to Settlement.

22 7.7.1 Only Participating Class Members may object to the class action
23 components of the Settlement and/or this Agreement, including contesting the fairness of the
24 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment and/or Class Representative Service Payments.

26 7.7.2 Participating Class Members may send written objections to the
27 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
28 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval

1 Hearing. A Participating Class Member who elects to send a written objection to the
2 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
3 Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-
4 mailed).

5 7.7.3 Non-Participating Class Members and Aggrieved Employees have no right
6 to object to the Settlement.

7 7.8 Administrator Duties. The Administrator has a duty to perform or observe all
8 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
10 establish and maintain and use an internet website to post information of interest to Class
11 Members including the date, time and location for the Final Approval Hearing and copies of the
12 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the
13 Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final
15 Approval Order and the Judgment. The Administrator will also maintain and monitor an email
16 address and a toll-free telephone number to receive Class Member calls, faxes and emails.

17 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
18 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
19 later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
20 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
21 names and other identifying information of Class Members who have timely submitted valid
22 Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of
23 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
24 Exclusion from the Settlement submitted (whether valid or invalid).

25 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
26 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
27 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
28 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks

1 and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class
2 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
3 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
4 Requests for Exclusion and objections received.

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

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

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

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1 **8. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
2 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
3 Defendants may elect, but are not obligated to, withdraw from the Settlement. The Parties agree
4 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
5 whatsoever, and that neither Party will have any further obligation to perform under this
6 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
7 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
8 Court of their election to withdraw not later than seven (7) calendar days after the Administrator
9 sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10 **9. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
11 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
12 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
13 2699, subd. (s), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion
14 for Final Approval"). At the same time, Class Counsel will also file a motion for approval of the
15 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
16 Representative Service Payments. Class Counsel shall provide drafts of these documents to
17 Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval.
18 Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone,
19 and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

20 9.1 Response to Objections. Each Party retains the right to respond to any objection
21 raised by a Participating Class Member, including the right to file responsive documents in Court
22 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
23 by the Court.

24 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement (including, but not limited to, the scope of
26 release to be granted by Class Members and/or Aggrieved Employees), the Parties will
27 expeditiously work together in good faith to address the Court's concerns by revising the
28 Agreement as necessary to obtain Final Approval. The Court's decision to award less than the

1 amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not
3 constitute a material modification to the Agreement within the meaning of this paragraph.

4 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
5 Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely
6 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
7 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
8 If for any reason the Court does not grant final approval of the Settlement, this Agreement shall
9 be automatically void and vacated.

10 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
11 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
12 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
13 respective counsel, and all Participating Class Members who did not object to the Settlement as
14 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
15 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
16 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
17 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
18 Parties' obligations to perform under this Agreement will be suspended until such time as the
19 appeal is finally resolved and the Judgment becomes final.

20 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
21 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
22 material modification of this Agreement (including, but not limited to, the scope of release to be
23 granted by Class Members and/or Aggrieved Employees), this Agreement shall be null and void.
24 The Parties shall nevertheless expeditiously work together in good faith to address the appellate
25 court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
26 any additional Administration Expenses reasonably incurred after remittitur. An appellate
27 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
28 Payments or any payments to Class Counsel shall not constitute a material modification of the

Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a

1 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
2 government agency.

3 Each Party agrees to immediately notify each other Party of any judicial or agency order,
4 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and
5 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, any with third party
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
8 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
9 communications with Class Members in accordance with Class Counsel’s ethical obligations
10 owed to Class Members.

11 11.3 No Solicitation. The Parties separately agree that they and their respective
12 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
13 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
14 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical
15 obligations owed to Class Members.

16 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
17 Agreement shall constitute the entire agreement between the Parties relating to the Settlement,
18 superseding any and all oral representations, warranties, covenants, or inducements made to or
19 by any Party.

20 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
21 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
22 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
23 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
24 terms of this Agreement including any amendments to this Agreement.

25 11.6 Cooperation. The Parties and their counsel will cooperate with each other and
26 use their best efforts, in good faith, to implement the Settlement by, among other things,
27 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
28 points and authorities as requested by the Court. In the event the Parties are unable to agree upon

1 the form or content of any document necessary to implement the Settlement, or on any
2 modification of the Agreement that may become necessary to implement the Settlement, the
3 Parties will seek the assistance of a mediator and/or the Court for resolution.

4 11.7 No Prior Assignments. The Parties separately represent and warrant that they
5 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
6 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
10 Settlement be relied upon as such within the meaning of United States Treasury Department
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and
16 inure to the benefit of, the successors of each of the Parties.

17 11.11 Applicable Law. All terms and conditions of this Agreement will be governed by
18 and interpreted according to the internal laws of the state of California, without regard to conflict
19 of law principles.

20 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
21 preparation of this Agreement. This Agreement will not be construed against any Party on the
22 basis that the Party was the drafter or participated in the drafting.

23 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
27 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
28 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in

1 connection with the Settlement, may be used only with respect to this Settlement, and no other
2 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
3 or rule of court. Not later than 90 days after the date when the Court discharges the
4 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
5 funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from
6 Defendants, and provide confirmation that such destruction was completed, unless, prior to the
7 Court's discharge of the Administrator's obligation, Defendants make a written request to Class
8 Counsel for the return, rather than the destructions, of Class Data.

9 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement
10 is inserted for convenience of reference only and does not constitute a part of this Agreement.

11 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
12 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 11.17 No Publicity. Plaintiff and Plaintiff's Counsel will not (a) issue any press or other
16 media release, (b) initiate any contact with the press, other media (including social media), or any
17 third party, (c) respond to any inquiry from the press, or media, or (d) have any communication
18 with the press, other media about the Action, including, but not limited to the fact, amount, and/or
19 terms of the Settlement, either before or after the Court approves this Agreement. Plaintiff and
20 Plaintiff's Counsel agree to keep the terms of the Settlement confidential, except as reasonably
21 necessary to obtain judicial approval of the Settlement, including as appropriate in the Parties'
22 anticipated Joint Motion.

23 To the extent limited public disclosures are required to effectuate the Settlement or to notify the
24 courts or parties in any pending, related proceeding, such limited and necessary details may be
25 revealed with the consent of all Parties. However, any such disclosures shall not constitute a
26 waiver of confidentiality with respect to any information not publicly disclosed.

27 11.18 Notice. All notices, demands or other communications between the Parties in
28 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:
Orion S. Robinson, Esq.
Robinson Di Lando, A Professional Law Corporation
801 South Grand Avenue
Suite 500
Los Angeles, CA 90017
orobinson@rdwlaw.com

To Defendant:
Leonid M. Zilberman, Esq.
Geoffrey D. La Val, Esq.
Wilson Turner Kosmo LLP
402 W. Broadway, Ste. 1600
San Diego, CA 92101
lzilberman@wilsonturnerkosmo.com

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

11.20 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 that 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.

11.21 Court's Continuing Jurisdiction. The Parties agree that the Court shall reserve jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of Civil Procedure section 664.6 and California Rules of Court 3.769(h).

11.22 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action

and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

11.23 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

Dated: 12/9/2025, 2025

By:

Signed by:

D7BD9A923E883443

Jesus Moreno Diaz, Plaintiff

Dated: _____, 2025

By:

Pascal Steel Corporation, Defendant

Dated: _____, 2025

Michael DePascale, Defendant

Dated: _____, 2025

Dolly DePascale, Defendant

Dated: _____, 2025

Timothy DePascale, Defendant

and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

11.23 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

Dated: _____, 2025

By: _____
Jesus Moreno Diaz, Plaintiff

Dated: 12/9/2025, 2025

Signed by:
Tim DePascale
DC478DE9677E4A0...
By: _____
Pascal Steel Corporation, Defendant

Dated: _____, 2025

Michael DePascale, Defendant

Dated: _____, 2025

Dolly DePascale, Defendant

Dated: 12/9/2025, 2025

Signed by:
Tim DePascale
DC478DE9677E4A0...
By: _____
Timothy DePascale, Defendant

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Dated: _____, 2025

By: _____
Jesus Moreno Diaz, Plaintiff

Dated: _____, 2025

By: _____
Pascal Steel Corporation, Defendant

Dated: 12/11/2025, 2025

Signed by:

[Redacted]
Michael DePascale, Defendant

Dated: _____, 2025

Dolly DePascale, Defendant

Dated: _____, 2025

Timothy DePascale, Defendant

Dated: _____, 2025

Dated: _____, 2025

Dated: _____, 2025

Michael DePascale, Defendant

Dated: 12/11/2025, 2025

Dated: _____, 2025

Timothy DePascale, Defendant

APPROVED AS TO FORM

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Dated: 12-9, 2025

ROBINSON DI LANDO

By: 
Orion S. Robinson, Attorneys for Plaintiff,

Dated: 12/11/2025, 2025

WILSON TURNER KOSMO LLP

By: 
LEONID M. ZILBERMAN, Attorneys for Defendants