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

MARCOS CALDERON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FREEMAN EXPOSITIONS, LLC; and DOES 1
through 10, inclusive,

Defendants

Case No.: 30-2024-01448303-CU-OE-CXC

**FIRST AMENDED JOINT STIPULATION OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint filed: December 23, 2024

This First Amended Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Marcos Calderon (“Plaintiff”) and Defendant Freeman Expositions, LLC, (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

1.0. “Action” means *Marcos Calderon v. Freeman Expositions, LLC*, Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC.

1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$14,950.00.

1.3. “Aggrieved Employees” or “PAGA Group” consists of all current and former hourly, non exempt employees of Defendant who are/were represented by the Teamsters and who are/were employed by Defendant in California at any time during the PAGA Period.

1.4. “Class” or “Settlement Class” consists of all current and former hourly, non-exempt employees of Defendant who are/were represented by the Teamsters and who are/were employed by Defendant in California at any time during the Class Period.

1.5. “Class Counsel” means Moon Law Group, P.C.

1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed 30% of the Gross Settlement Amount.

1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$25,000.00.

1.8. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing

address, last known telephone number, Social Security number, total number of workweeks worked for Defendant in the State of California during the Class Period, total number of workweeks worked for Defendant in the State of California during the PAGA Period, and any other information required by the Administrator to effectuate this Agreement.

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

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

1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**, incorporated by reference into this Agreement.

1.12. “Class Period” means December 23, 2020, through April 10, 2026, unless it is ended earlier by operation of paragraph 7.0 below.

1.13. “Class Representative” means the named Plaintiff in the Action, Marcos Calderon.

1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representatives for his services in support of the Action and General Release, not to exceed \$7,500.00 to Plaintiff.

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

1.16. “Defendant” means the named Defendant in the Action, Defendant Freeman Expositions, LLC.

1.17. “Defense Counsel” means Faegre Drinker Biddle & Reath LLP.

1.18. “Dispute Form” means a Class Member’s written dispute prepared by the Class Member and submitted to the Administrator attached hereto as **Exhibit C**.

- 1.19. “Effective Date” means the date upon which all of the following have occurred: (i) the Court has approved the Settlement; and (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein.
- 1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Hearing on Plaintiff’s 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” means \$420,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 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 he or she worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).
- 1.27. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class

Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “Operative Complaint” means the Second Amended Complaint filed in the Action.

1.31. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement, which may be submitted in the form of a written objection prepared by the Class Member.

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 December 19, 2023, through the end of the Class Period.

1.34. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.35. “PAGA Notice” means Plaintiff’s December 19, 2024, letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$30,000.00.

1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.38. “Plaintiff” means the named Plaintiff in the Action, Marcos Calderon.

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

1.40. “Released Class Claims” means the claims released as described in Paragraph 5.1.

1.41. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.

1.42. “Released Parties” means Defendant and each of its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their

respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

1.43. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement, which may be submitted either in the form of a written request prepared by the Class Member or by completing and submitting the Exclusion Form attached hereto as **Exhibit B**.

1.44. “Response Deadline” means sixty (60) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

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

2. **RECITALS.**

2.0. On December 19, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On December 23, 2024, Plaintiff filed his class action Complaint, which in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to timely final pay wages at termination; (6) failed to provide accurate itemized wage statements; (7) engaged in unfair business practices; and (8) failed to indemnify necessary business expenses; and (9) civil penalties under PAGA (Cal. Lab. Code § 2699, et seq.).

2.2. On January 9, 2026, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Debora Saxe, Esq. A settlement in principle was reached.

2.3. As part of the settlement, the Parties agreed that Plaintiff has amended his class complaint to to add any and all claims made during the mediation that are not already alleged and to define the Class and the group of Aggrieved Employees as all current and former hourly, non-exempt employees of Defendant who worked for Defendant at any time during the Class/PAGA Period and were represented by the International Brotherhood of Teamsters (the "Teamsters").

2.4. Before mediation, Plaintiff obtained through informal discovery, about 20% sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and documents.

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$420,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. 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 Order:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class

Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a

1 Motion supporting the Class Representative Service Payment no later than
2 sixteen (16) court days before the Final Approval Hearing. If the Court
3 approves of a Class Representative Service Payment that is less than the amount
4 requested, the Administrator will retain the remainder in the Net Settlement
5 Amount. The Administrator will pay the Class Representative Service Payment
6 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
7 paying any applicable taxes on this payment and shall hold Defendant harmless
8 from any claim or liability for taxes, penalties, or interest arising as a result of
9 the payment. Defendant makes no representations as to the tax treatment or
10 legal effect of the payment called for herein, and Plaintiff is not relying on any
11 statement or representation by Defendant or its counsel in this regard.

12 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 30% of the
13 Gross Settlement Amount, and a Class Counsel Expenses Payment not to
14 exceed \$25,000.00. Defendant will not oppose Plaintiff's request for Class
15 Counsel Fees and Class Counsel Expenses Payments that do not exceed these
16 amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class
17 Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16)
18 court days before the Final Approval Hearing. If the Court approves of Class
19 Counsel Fees and/or Class Counsel Expenses Payments that are less than the
20 amounts requested, the Administrator will allocate the remainder to the Net
21 Settlement Amount. Released Parties shall have no liability to Class Counsel or
22 any other Plaintiffs' Counsel arising from any claim to any portion of any Class
23 Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will
24 pay the Class Counsel Fees and Class Counsel Expenses Payments using one or
25 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
26 for taxes owed on the Class Counsel Fees and Class Counsel Expenses
27 Payments. Class Counsel holds Defendant harmless, and indemnifies
28 Defendant, from any dispute or controversy regarding any division or sharing of

any of these Payments.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than \$14,950.00, except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$14,950.00 such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.1.3.1. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment 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 Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. 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.

3.1.3.2. 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 claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-

Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$30,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$19,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$10,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within twenty-one (21) calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than fourteen (14) calendar days after 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 for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver

checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, 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 ("CCP") section 384(b).

4.1.4. 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. Rather, it is the Parties' intention that this 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. Upon entry of Judgment and effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff will release the Released Parties from any and all claims, actions, or causes of action he has or may have against them, or any of them, except for claims or actions to enforce this settlement, claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers' compensation benefits. Plaintiff will waive any and all provisions of California Civil Code section 1542, which reads as follows:

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

5.1. Release by Participating Class Members: All Participating Class Members fully and finally will release the Released Parties from any and all claims, actions, or causes of action that are alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint based upon or arising out of the facts alleged therein, that occurred during the Class Period, except for those arising under PAGA. (collectively, the “Released Class Claims”). Class Members will not release any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers’ compensation benefits.

5.2. PAGA Released Claims: Plaintiff, the LWDA, and the Aggrieved Employees will be bound by the judgment, and therefore will be precluded from bringing any PAGA claim that was alleged in the Operative Complaint and in the LWDA Notice, or that reasonably could have been alleged in the Operative Complaint and in the LWDA Notice based upon or arising out of the facts alleged therein. The parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law. (collectively, the “Released PAGA Claims”).

5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees’ claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for

the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

6.1. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, 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, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.2. Notice of Receipt of Class Data. No later than three (3) business 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 PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the

Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, 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 and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class

Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No 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 the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

6.7. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and

PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

6.9. 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.

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

6.11. 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 of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.12. Class Members' Options.

6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice

1 is re-mailed) to exclude themselves from the Settlement. A Class Member
2 may exclude himself or herself from the Settlement by mailing a Request for
3 Exclusion to the Administrator. The Request for Exclusion must be valid and
4 timely. To be valid, the Request for Exclusion must (1) include the Class
5 Member's full name, address, telephone number, and signature, and a written
6 statement requesting to be excluded from the Settlement; (2) state the case
7 name and number of the Action; and (3) be mailed to the specified physical
8 address of the Administrator. To be timely, the Request for Exclusion must be
9 postmarked no later than the Response Deadline. The postmark date will be
10 the exclusive means of determining whether a Request for Exclusion has been
11 timely submitted. A Class Member who does not submit a valid and timely
12 Request for Exclusion will be deemed a Participating Class Member and will
13 be bound by all terms of the Settlement if it is granted Final Approval. If a
14 Class Member's Request for Exclusion is timely but invalid, according to the
15 requirements listed herein, that Class Member will be allowed to cure the
16 defect(s). The Administrator will mail the Class Member a cure letter within
17 three (3) business days of receiving the defective submission to advise the
18 Class Member that his or her submission is defective and that the defect must
19 be cured to render the Request for Exclusion valid. The Class Member will
20 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
21 days from the date of the cure letter, whichever date is later, to postmark the
22 revised Request for Exclusion. The Administrator, Class Counsel, and
23 Defense Counsel may attempt to resolve the validity or timeliness of a
24 Request for Exclusion. However, the Court has the final authority to make
25 decisions consistent with the terms of this Agreement on the validity or
26 timeliness of a Request for Exclusion. The Court's decision shall be final and
27 not appealable or otherwise susceptible to challenge.

28 6.12.1.1. Every Class Member who does not submit a timely and valid
Request for Exclusion is deemed to be a Participating Class Member

under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.12.1.2. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

6.12.2. Challenges to Calculation of Workweeks/Pay Periods. Each Class Member and Aggrieved Employee shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay Periods. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

6.12.3. Objections to Settlement. Each Participating Class Members shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to object, in writing, to the class action components of the

1 Settlement and/or this Agreement, including contesting the fairness of the
2 Settlement and/or amounts requested for the Class Counsel Fees Payment,
3 Class Counsel Expenses Payment and/or Class Representative Service
4 Payment. Only Participating Class Members may send written Objections to
5 the Administrator. A Participating Class Member may object to the Settlement
6 by (1) appearing at the Final Approval Hearing and verbally objecting to the
7 Settlement or any term thereof; and/or (2) sending a written Objection to the
8 Administrator. The written Objection must be valid and timely. To be valid,
9 the written Objection must (1) include the Class Member's full name, address,
10 telephone number, and signature, the contact information for any attorney
11 representing the objecting Class Member, if any, and the factual and legal
12 bases for the Objection, including any supporting papers, briefs, written
13 evidence, declarations, and/or other evidence; (2) state the case name and
14 number of the Action; and (3) be mailed to the specified physical address of
15 the Administrator. To be timely, the written Objection must be postmarked no
16 later than the Response Deadline. The postmark date will be the exclusive
17 means of determining whether a written Objection has been timely submitted.
18 The Administrator, Class Counsel, and Defense Counsel may attempt to
19 resolve the validity or timeliness of a written Objection. However, the Court
20 has the authority to make final decisions consistent with the terms of this
21 Agreement on the validity or timeliness of a written Objection. The Court's
22 decision shall be final and not appealable or otherwise susceptible to
23 challenge.

24 **7. ESCALATOR CLAUSE**

25 7.0. This settlement is based on Plaintiff's understanding (based on information supplied by
26 Defendant) that members of the Settlement Class worked approximately 25,000
27 Workweeks between the start of the Class Period and the date of the mediation (January
28 9, 2026). If it is determined that the number of Workweeks worked during the Class

Period exceeds 27,500 (25,000, plus 10% of 25,000), then Defendant may elect to either (A) end the Class Period on the date on which the number of Workweeks reached 27,500, or (B) increase the GSA in proportion to the increased percentage – for example, if such increase in workweeks is 12% over 25,000 Workweeks, the GSA will increase by 2%. If Defendant elects option (A) above, to end the Class Period on the date 27,500 Workweeks has been reached, Defendant must provide written notice of the modified end date of the Class Period to Plaintiff’s counsel prior to the Preliminary Approval filing deadline. The Parties agree that the Preliminary Approval hearing shall be set no earlier than May 10, 2026.

8. DEFENDANT’S RIGHT TO WITHDRAW.

8.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final

1 Approval on any material change to the Settlement, including, but not limited to, the
2 scope of release to be granted by Class Members, the Parties will expeditiously work
3 together in good faith to address the Court's concerns by revising the Agreement as
4 necessary to obtain Final Approval. The Court's decision to award less than the amounts
5 requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
6 Representative Service Payment, and/or Administration Expenses Payment shall not
7 constitute a material modification to the Agreement within the meaning of this
8 Paragraph.

9 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
10 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
11 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing
12 settlement administration matters, and (iii) addressing such post-Judgment matters as are
13 permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule
14 3.769(h).

15 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees and Class
17 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
18 counsel, and all Participating Class Members waive all rights to appeal from the
19 Judgment, including all rights to post-judgment and appellate proceedings, the right to
20 file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
21 The waiver of appeal does not include any waiver of the right to oppose such motions,
22 writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
23 under this Agreement will be suspended until the appeal is finally resolved and the
24 Judgment becomes final, except as to matters that do not affect the amount of the Net
25 Settlement Amount.

26 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
28 material modification of this Agreement (including, but not limited to, the scope of

release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

9.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiffs, on one side, and Defendant, on the other.

10. AMENDED JUDGMENT.

10.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and the attached **Exhibits A, B, and C** constitute the entirety of the Parties' settlement terms.

11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable

law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

11.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiffs reserve the right to move for class certification on any grounds available, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the 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.

11.3. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including

Plaintiffs' Counsel's personal or firm website.

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

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

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

11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.

11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure

to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

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

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

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

11.13. 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.

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

11.15. 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.

11.16. 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.

11.17. 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.

11.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.19. 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.

11.20. 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.

11.21. 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.

11.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiffs, and not their representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to CCP section 664.6.

11.23. 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.

Signatures on the following page.

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Plaintiff, Marcos Calderon

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
S. Phillip Song

Attorney for Plaintiff

Defendant:

Dated: 8/19/2026 , 2026

By: Stephanie Hart

Print Name

Signed by:


D32FB71AE83540B...
Signature

SVP Deputy General Counsel
Title

Defendant's Counsel:

Dated: , 2026

FAEGRE DRINKER BIDDLE & REATH LLP

By: _____
Cheryl D. Orr
Caroline G. Omar

Attorney for Defendant