

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Eduardo Tovar (“Plaintiff”), acting in a Private Attorney General capacity, and Defendant Sunshine Communications, Inc. (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Eduardo Tovar v. Sunshine Communications, Inc.*, San Diego Superior Court Case No. 37-2020-00042998-CU-OE-CTL and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated on or about September 17, 2020.

2. “Aggrieved Employees” means all current and former hourly, non-exempt employees of Defendant Sunshine Communications, Inc. who worked for Defendant in California at any time during the PAGA Period.

3. “Defendant” means Sunshine Communications, Inc.

4. “Complaint” means the Representative Action Complaint entitled *Eduardo Tovar v. Sunshine Communications, Inc.*, San Diego Superior Court Case No. 37-2020-00042998-CU-OE-CTL originally filed on November 23, 2020.

5. “Court” means the Superior Court of California for the County of San Diego.

6. “Effective Date” means the date by which this Settlement is approved as provided herein and the Court’s Approval Order becomes binding. For purposes of this Settlement Agreement, the Approval Order becomes binding upon the later of: (1) in the event that the Settlement has received approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, then the date the Court’s order of approval of the Settlement; (2) in the event that one or more timely objections has/have been filed and not withdrawn, then the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (3) if such an appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (4) if an appeal is filed and further review of the decision affirming the Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (5) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no timely possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.