

**FIRST AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA SETTLEMENT**

This First Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiffs Christopher VanDycke, John E. Smith, and Michael Tapia ("Plaintiffs" or "Class Representatives"), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Pacific Coast Supply, LLC ("Defendant") (together, Plaintiffs and Defendant are referred to as "Parties" and individually as "Party").

Pursuant to Paragraph 45 of the Joint Stipulation of Class Action and PAGA Settlement which was executed by the Parties on June 12, 2025 ("Original Agreement"), the Original Agreement is hereby replaced and supplanted in its entirety by this instrument.

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On January 30, 2023, Plaintiffs Christopher VanDycke ("Plaintiff VanDycke") and John E. Smith ("Plaintiff Smith") provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). On February 14, 2023, Plaintiffs VanDycke and Smith filed a Class Action Complaint for Damages ("Original Complaint") in the action entitled *Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Alameda County Superior Court Case No. 23CV027855, thereby commencing a putative class action against Defendant.

2. On May 19, 2023, Plaintiffs VanDycke and Smith filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* ("First Amended Complaint" or "FAC") in the action, thereby adding to the class action claims a cause of action for civil penalties pursuant to the Private Attorneys General Act (Cal. Lab. Code §§2698, et seq.) to the Action. The FAC alleges ten (10) causes of action for violations

1 of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure
2 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
3 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
4 failure to provide accurate wage statements, failure to pay wages timely upon termination of
5 employment, failure to reimburse necessary business expenses, violations of California Business &
6 Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
7 violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to
8 California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor
9 Code violations.

10 3. On June 30, 2025, Plaintiffs filed a Second Amended Class Action Complaint for
11 Damages and Enforcement Under PAGA to add Plaintiff Michael Tapia as a named plaintiff and Class
12 Representative. The Second Amended Complaint is the Operative Complaint in the Action
13 (“Operative Complaint” or “SAC” or “Second Amended Complaint”). The “Action” as referred to
14 herein shall be defined as the action entitled *Christopher VanDycke & John E. Smith v. Pacific Coast*
15 *Supply, LLC*, Alameda County Superior Court Case No. 23CV027855, inclusive of the plaintiffs and
16 claims in any operative complaint filed therein.

17 4. Defendant denies all materials allegations set forth in the Action and has asserted
18 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
19 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
20 Released PAGA Claims (as defined herein).

21 5. Class Counsel diligently investigated the class and PAGA claims against Defendant,
22 including any and all applicable defenses and the applicable law. The investigation included, *inter*
23 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
24 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
25 merits of the claims and contentions of the Parties.

26 6. On March 4, 2024, the Parties participated in mediation with Hon. Daniel Buckley
27 (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions. The Parties did not
28 reach an agreement at mediation, however, after ongoing negotiations and with the assistance of the

1 Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'
2 settlement discussions were conducted at arms' length, and the Settlement is the result of an informed
3 and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks
4 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class
5 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
6 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
7 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
8 including the risk of significant delay and uncertainty associated with litigation and various defenses
9 asserted by Defendant.

10 7. The Parties expressly acknowledge that this Settlement Agreement is entered into
11 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
12 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not
13 approved, it will be of no force or effect, and the Parties shall be returned to their original respective
14 positions.

15 **DEFINITIONS**

16 8. The following definitions are applicable to this Settlement Agreement. Definitions
17 contained elsewhere in this Settlement Agreement will also be effective.

18 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
19 Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and
20 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 11.

21 b. "Class" or "Class Member(s)" means all current and former hourly-paid or non-
22 exempt employees who worked for Defendant within the State of California at any time during the
23 Class Period.

24 c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke,
25 Alexander K. Spellman, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek
26 to be appointed counsel for the Class.

27 d. "Class List" means a complete list of all Class Members that Defendant will
28 diligently and in good faith compile from its records and provide to the Settlement Administrator. The

1 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
2 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
3 number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for
4 Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if
5 applicable); and (7) such other information as is necessary for the Settlement Administrator to
6 calculate Workweeks and Pay Periods.

7 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
8 the form attached hereto as "Exhibit A."

9 f. "Class Period" means the period from February 14, 2019, through October 30,
10 2024.

11 g. "Class Settlement" means the settlement and resolution of all Released Class
12 Claims.

13 h. "Court" means the Superior Court of the State of California for the County of
14 Alameda.

15 i. "Defendant's Counsel" means Larry M. Kazanjian of Palmer Kazanjian Wohl
16 Hodson, LLP.

17 j. "Effective Date" means the date when all of the following events have occurred:
18 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's
19 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
20 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
21 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
22 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
23 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
24 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
25 the later of the following events: five business days after the period for filing any appeal, writ, or other
26 appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without
27 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other
28 appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five

1 business days after any appeal, writ, or other appellate proceedings opposing the Court's Final
2 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
3 remedies or relief.

4 k. "Employer Taxes" means the employer's share of taxes and contributions in
5 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
6 in addition to the Gross Settlement Amount.

7 l. "Enhancement Payment(s)" means the amount to be paid to each of the
8 Plaintiffs, in recognition of their effort and work in prosecuting the Action on behalf of Class Members
9 and PAGA Employees, as set forth in Paragraph 12.

10 m. "Final Approval" means the determination by the Court that the Settlement is
11 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

12 n. "Final Approval Hearing" means the hearing at which the Court will consider
13 and determine whether the Settlement should be granted Final Approval.

14 o. "Final Approval Order and Judgment" means the order granting final approval
15 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
16 Parties, and subject to approval by the Court.

17 p. "Gross Settlement Amount" means the amount of Nine Hundred Thousand
18 Dollars (\$900,000) to be paid by Defendant in full satisfaction of the Action, Released Class Claims,
19 and Released PAGA Claims, which includes all Attorneys' Fees and Costs, Enhancement Payments,
20 PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the
21 Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the
22 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
23 Settlement Amount will return to Defendant. The Gross Settlement Amount is subject to increase, as
24 provided in Paragraph 15.

25 q. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
26 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
27 calculated in accordance with Paragraph 17.

28 r. "Individual Settlement Payment" means the net payment of each Settlement

1 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
2 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
3 Paragraph 18.

4 s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
5 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
6 in accordance with Paragraph 16.

7 t. "LWDA Payment" means the amount of One Hundred Twelve Thousand, Five
8 Hundred Dollars (\$112,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to
9 the LWDA under the PAGA Settlement, as set forth in Paragraph 13.

10 u. "Net Settlement Amount" means the portion of the Gross Settlement Amount
11 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
12 less the Court-approved Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, and
13 Settlement Administration Costs.

14 v. "Notice of Objection" means a Settlement Class Member's written objection to
15 the Class Settlement, which must: (a) contain the case name; (b) contain the objector's full name,
16 signature, address, telephone number, and the last four (4) digits of the objector's Social Security
17 number; (c) contain a written statement of all grounds for the objection accompanied by any legal
18 support for such objection; (d) contain copies of any papers, briefs, or other documents upon which
19 the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified
20 address, postmarked on or before the Response Deadline.

21 w. "PAGA Amount" means the allocation of One Hundred Fifty Thousand Dollars
22 (\$150,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)
23 of the PAGA Amount, or \$112,500, will be paid to the LWDA (i.e., the LWDA Payment) and the
24 remaining twenty-five percent (25%), or \$37,500, will be distributed to the PAGA Employees (i.e.,
25 the PAGA Employee Amount).

26 x. "PAGA Employees" means all current and former hourly-paid or non-exempt
27 employees who worked for Defendant within the State of California at any time during the PAGA
28 Period.

1 y. “PAGA Employee Amount” means the amount of Thirty-Seven Thousand, Five
2 Hundred Dollars (\$37,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on
3 a *pro rata* basis based on their Pay Periods.

4 z. “PAGA Period” means the period from January 30, 2022, through October 30,
5 2024.

6 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
7 Claims.

8 bb. “Pay Periods” means the number of pay periods each PAGA Employee worked
9 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period,
10 which will be calculated by the Settlement Administrator using start and end dates of employment.

11 cc. “Preliminary Approval” means the date on which the Court enters the
12 Preliminary Approval Order.

13 dd. “Preliminary Approval Order” means the order granting preliminary approval
14 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
15 the Court.

16 ee. “Released Class Claims” means any and all claims or causes of action which
17 were alleged or which could have been alleged based on the factual allegations in the Operative
18 Complaint, arising during the Class Period, and shall specifically include claims for Defendant’s
19 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
20 associated premium payments, timely pay wages during employment and upon termination, provide
21 compliant wage statements, and reimburse necessary business-related expenses in violation of
22 California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197,
23 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, California Business
24 and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory
25 penalties, pertaining to the Class Members.

26 ff. “Released PAGA Claims” means any and all claims arising from any of the
27 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
28 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, for Defendant’s

1 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
2 associated premium payments, timely pay wages during employment and upon termination, provide
3 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary
4 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a),
5 226.7, 210, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
6 Commission Wage Orders.

7 gg. "Released Parties" means Defendant and all of Defendant's past, present and
8 future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers,
9 parents, related entities, officers, directors, shareholders, employees, agents, principals,
10 representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns.

11 hh. "Request for Exclusion" means a letter submitted by a Class Member indicating
12 a request to be excluded from the Class Settlement, which must: (a) contain the case name; (b) contain
13 the Class Member's full name, signature, address, telephone number, and last four (4) digits of the
14 Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be
15 included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the
16 specified address, postmarked on or before the Response Deadline.

17 ii. "Response Deadline" means the deadline by which Class Members must submit
18 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
19 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
20 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
21 case the Response Deadline will be extended to the next day on which the United States Postal service
22 is open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for
23 that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

24 jj. "Settlement Administrator" means Apex Class Action LLC or any other third-
25 party class action settlement administrator agreed to by the Parties and approved by the Court for
26 purposes of administering the Settlement. The Parties and their counsel each represent that they do
27 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
28 the Settlement Administrator that could create a conflict of interest.

kk. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 14.

II. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

mm. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator using start and end dates of employment.

nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

9. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

10. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

11. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$315,000 if the Gross Settlement Amount is \$900,000) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Forty Thousand Dollars (\$40,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

12. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments in the amount up to Fifteen Thousand Dollars (\$15,000) to *each* Plaintiff (for a total of \$45,000). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiffs' Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as a PAGA Employees (if applicable). Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Fifty Thousand Dollars (\$150,000) shall be allocated from the Gross Settlement Amount

1 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*
2 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$112,500, will be paid to the
3 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$37,500, will be distributed to
4 PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number
5 of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA
6 Payments).

7 14. Settlement Administration Costs. The Settlement Administrator will be paid for the
8 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
9 which is currently estimated not to exceed Twenty-Two Thousand Dollars (\$22,000). These costs,
10 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
11 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and
12 other documents for the Settlement, calculating and distributing payments due under the Settlement,
13 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
14 remittances, providing necessary reports and declarations, and other duties and responsibilities set
15 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
16 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
17 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
18 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
19 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
20 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
21 Settlement Class Members.

22 15. Escalator Clause. Defendant has represented that the Class Members worked a total of
23 65,172 Workweeks during the time period from February 14, 2029, through March 4, 2024. If it is
24 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
25 Members during the Class Period actually exceeds 65,172, then the Defendant will have the option to
26 either: 1) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase
27 in the number of Workweeks worked by the Class Members above 65,172; or 2) end the Class Period
28 and PAGA Period, and the related release periods, on the date upon which Workweeks equal or do not

1 exceed 65,172.

2 16. Individual Settlement Share Calculations. Individual Settlement Shares will be
3 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
4 Workweeks, as follows:

5 a. After Preliminary Approval, the Settlement Administrator will divide the Net
6 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
7 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
8 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
9 entitled to receive under the Class Settlement.

10 b. After Final Approval, the Settlement Administrator will divide the final Net
11 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
12 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
13 Value to each Settlement Class Member's final Individual Settlement Share.

14 17. Individual PAGA Payment Calculations. Individual PAGA Payments will be
15 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
16 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
17 Amount, (i.e., 25% of the PAGA Amount, equal to \$37,500) by the Pay Periods of all PAGA
18 Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay
19 Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

20 18. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
21 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
22 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
23 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
24 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
25 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
26 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
27 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
28 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement

1 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
2 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

3 19. Administration of Taxes by the Settlement Administrator. The Settlement
4 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
5 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
6 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
7 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
8 taxes and other legally required withholdings to the appropriate government authorities.

9 20. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
10 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
11 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
12 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
13 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
14 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
15 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
16 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
17 Members, and PAGA Employees should consult with their tax advisors concerning the tax
18 consequences of any payment they receive under the Settlement.

19 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
20 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
21 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
22 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
23 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
24 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
25 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
26 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
27 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
28 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY

1 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
2 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
3 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEEMNT BASED UPON THE
4 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
5 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
6 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
7 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
9 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
10 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
11 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
12 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
13 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

14 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
15 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are
16 actually issued to the payee. It is expressly understood and agreed that payments made under this
17 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
18 to additional compensation or benefits under any new or additional compensation or benefits, or any
19 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
20 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
21 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
22 any contrary language or agreement in any benefit or compensation plan document that might have
23 been in effect during the Class Period).

24 23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
25 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
26 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement
27 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
28 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose

1 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By
2 way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the
3 following:

- 4 a. Conditionally certifying the Class for settlement purposes only;
- 5 b. Granting Preliminary Approval of the Settlement;
- 6 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 7 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 8 e. Approving as to form and content, the mutually-agreed upon and proposed
9 Class Notice and directing its mailing by First Class U.S. Mail;
- 10 f. Approving the manner and method for Class Members to request exclusion
11 from or object to the Class Settlement as contained herein and within the Class Notice;
- 12 g. Scheduling a Final Approval Hearing at which the Court will determine whether
13 Final Approval of the Settlement should be granted.

14 24. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
15 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
16 approval of the Settlement.

17 25. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
18 Defendant will provide the Class List to the Settlement Administrator.

19 26. Notice by First-Class U.S. Mail.

20 a. Within seven (7) calendar days after receiving the Class List from Defendant,
21 the Settlement Administrator will perform a search based on the National Change of Address Database
22 or any other similar services available, such as provided by Experian, for information to update and
23 correct for any known or identifiable address changes, and will mail a Class Notice in English and
24 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
25 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
26 Administrator.

27 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
28 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

1 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
2 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
3 attempt to determine the correct address using a skip-trace or other search, using the name, address,
4 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
5 calendar days.

6 c. Compliance with the procedures described herein above shall constitute due and
7 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
8 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
9 provide notice of the Settlement.

10 27. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
11 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
12 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
13 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
14 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
15 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence
16 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks
17 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records
18 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
19 Employee produces information and/or documents to the contrary, the Settlement Administrator will
20 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
21 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
22 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The
23 Settlement Administrator's decision on such disputes will be final and non-appealable.

24 28. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
25 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
26 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
27 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
28 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class

1 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
2 submitted, and also identify the individuals who have submitted a timely and valid Request for
3 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
4 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
5 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
6 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
7 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
8 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
9 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
10 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
11 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
12 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
13 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
14 submit a Request for Exclusion.

15 29. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
16 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
17 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
18 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
19 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
20 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
21 and complete and which were not), and also attach them to a declaration that is to be filed with the
22 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
23 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
24 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
25 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
26 whether they have submitted a Notice of Objection.

27 1. Reports by the Settlement Administrator. The Settlement Administrator shall provide
28 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed

1 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
2 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
3 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
4 Administrator will provide to counsel for the Parties any updated reports regarding the administration
5 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
6 receives a request from an individual or any other entity regarding inclusion in the Class and/or
7 Settlement or regarding a Workweeks Dispute.

8 30. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
9 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
10 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
11 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
12 the number of Class Members who have submitted timely and valid Requests for Exclusion following
13 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
14 administration owed to the Settlement Administrator incurred up to that date.

15 31. Certification of Completion. Upon completion of administration of the Settlement, the
16 Settlement Administrator will provide a written declaration under oath to certify such completion to
17 the Court and counsel for all Parties.

18 32. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
19 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
20 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
21 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
22 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
23 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
24 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
25 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
26 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
27 Approval Order and Judgment, which will provide for, in substantial part, the following:

28 a. Approval of the Settlement as fair, reasonable, and adequate, and directing

1 consummation of its terms and provisions;

2 b. Certification of the Settlement Class;

3 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

4 d. Approval of the application for Enhancement Payments to Plaintiffs;

5 e. Directing Defendant to fund all amounts due under the Settlement Agreement
6 and ordered by the Court; and

7 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
8 conformity with California Rules of Court 3.769 and the Settlement Agreement.

9 33. Funding of the Gross Settlement Amount. No later than five (5) business days after
10 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
11 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
12 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
13 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
14 unemployment insurance tax ID number, and other information requested by the Settlement
15 Administrator, no later than five (5) business days after the Effective Date.

16 34. Distribution of the Gross Settlement Amount. Within five (5) business days of the
17 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
18 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
19 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to
20 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
21 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
22 timely forward these to the appropriate government authorities.

23 35. Settlement Checks. The Settlement Administrator will be responsible for undertaking
24 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
25 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
26 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
27 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
28 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
Members and PAGA Employees are not required to submit a claim to be issued an Individual

1 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
2 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
3 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
4 associated with such canceled checks shall be distributed by the Settlement Administrator to the
5 California Court Appointed Special Advocates (CASA) in the name of the Settlement Class Member
6 and/or PAGA Employee. Therefore, Defendant will not be required to pay any interest on such
7 amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
8 reporting required under applicable local, state, and federal tax laws that are necessitated due to the
9 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks.
10 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
11 nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA
12 Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

13 36. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
14 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released,
15 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

16 37. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
17 Plaintiffs, the State of California with respect to all PAGA Employees, will be deemed to have fully,
18 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
19 of all Released PAGA Claims.

20 38. Final Approval Order and Judgment. The Parties shall provide the Settlement
21 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
22 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
23 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
24 Class will be required.

25 39. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
26 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
27 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
28 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,

1 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
2 Settlement Agreement.

3 40. Effects of Termination or Rescission of Settlement. Termination or rescission of the
4 Settlement Agreement shall have the following effects:

5 a. The Settlement Agreement shall be void and shall have no force or effect, and
6 no Party shall be bound by any of its terms;

7 b. In the event the Settlement Agreement is terminated, Defendant shall have no
8 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
9 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
10 Administrator is notified that the Settlement has been terminated;

11 c. The Preliminary Approval Order, Final Approval Order and Judgment,
12 including any order certifying the Class, shall be vacated;

13 d. The Settlement Agreement and all negotiations, statements, and proceedings
14 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
15 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

16 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
17 statements, or filings in furtherance of the Settlement (including all matters associated with the
18 mediation) shall be admissible or offered into evidence in the Action or any other action for any
19 purpose whatsoever; and

20 f. Any documents generated to bring the Settlement into effect, will be null and
21 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
22 likewise be treated as void from the beginning.

23 41. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
26 of action or right herein released and discharged.

27 42. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
28 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
Any exhibits to this Settlement Agreement are an integral part of the Settlement.

1 43. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
6 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
7 which provide that a written agreement is to be construed according to its terms and may not be varied
8 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

10 44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
11 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
12 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
13 Approval Hearing to be conducted by the Court.

14 45. Amendment or Modification. Prior to the filing of the motion for preliminary approval
15 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
16 except by written agreement signed by counsel for all Parties. After the filing of the motion for
17 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
18 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
19 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
20 constitute a waiver of any other provision.

21 46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
26 full authority to enter into this Settlement Agreement, and further intend that this Settlement
27 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
28 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
confidentiality provisions that otherwise might apply under state or federal law.

 47. Signatories. It is agreed that because the members of the Class are so numerous, it is

1 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
2 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
3 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
4 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
5 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
6 Member and PAGA Employee.

7 48. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 49. California Law Governs. All terms of this Settlement Agreement and attached exhibits
10 hereto will be governed by and interpreted according to the laws of the State of California.

11 50. Execution and Counterparts. This Settlement Agreement is subject only to the
12 execution of all Parties. However, this Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
14 copies of the signature page, will be deemed to be one and the same instrument.

15 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
17 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
18 account all relevant factors, present and potential. The Parties further acknowledge that they are each
19 represented by competent counsel and that they have had an opportunity to consult with their counsel
20 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
21 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
22 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
23 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

28 53. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate

1 to implement the Settlement.

2 54. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
3 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
4 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
5 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
6 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
7 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
8 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
9 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
10 construed as an admission or concession by Defendant of any such violations or failures to comply
11 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
12 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
13 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
14 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
15 federal, state, local or other applicable law.

16 55. Captions. The captions and paragraph numbers in this Settlement Agreement are
17 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
18 intent of the provisions of this Settlement Agreement.

19 56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
21 construed more strictly against one Party than another merely by virtue of the fact that it may have
22 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
23 negotiations between the Parties, all Parties have contributed equally to the preparation of this
24 Settlement Agreement.

25 57. Representation By Counsel. The Parties acknowledge that they have been represented
26 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
27 that this Settlement Agreement has been executed with the consent and advice of counsel, and
28 reviewed in full.

58. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

59. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish

jgenish@blackstonepc.com

Barbara DuVan-Clarke

BDC@blackstonepc.com

P.J. Van Ert

pjvanert@blackstonepc.com

Annabel Blanchard

ablanchard@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Larry M. Kazanjian

LKazanjian@pkwhlaw.com

Palmer Kazanjian Wohl Hodson, LLP

2277 Fair Oaks Blvd., Suite 455

Sacramento, California 95825

Tel: (916) 442-3552 / Fax: (916) 640-1521

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

1 **IT IS SO AGREED.**

2 **PLAINTIFF CHRISTOPHER VANDYCKE**

3
4 Dated: 09/26/2025

CV 15
Christopher VanDycke

5 **PLAINTIFF JOHN E. SMITH**

6
7 Dated: _____

John E. Smith

8 **PLAINTIFF MICHAEL TAPIA**

9
10 Dated: _____

Michael Tapia

11
12 **DEFENDANT PACIFIC COAST SUPPLY, LLC**

13
14 Dated: 10/01/2025

[Signature]
Full Name: Darren Morris

15
16 Title: President
On behalf of Pacific Coast Supply, LLC

17 **APPROVED AS TO FORM ONLY:**

18 **BLACKSTONE LAW, APC**

19
20 Dated: 9/26/2025

[Signature]
Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiffs Christopher VanDycke,
John E. Smith, and Michael Tapia
and Proposed Class Counsel

21
22
23
24 **PALMER KAZANJIAN WOHL HODSON, LLP**

25
26 Dated: October 1, 2025

[Signature]
Larry Kazanjian
Attorneys for Defendant Pacific Coast Supply, LLC

1 **IT IS SO AGREED.**

2 **PLAINTIFF CHRISTOPHER VANDYCKE**

3
4 Dated: _____

Christopher VanDycke

5 **PLAINTIFF JOHN E. SMITH**

6
7 Dated: 09/26/2025

John Smith

John E. Smith

8 **PLAINTIFF MICHAEL TAPIA**

9
10 Dated: _____

Michael Tapia

11
12 **DEFENDANT PACIFIC COAST SUPPLY, LLC**

13
14 Dated: 10/01/2025

[Signature]
Full Name: Darren Morris

15
16 Title: President
On behalf of Pacific Coast Supply, LLC

17 **APPROVED AS TO FORM ONLY:**

18 **BLACKSTONE LAW, APC**

19
20 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiffs Christopher VanDycke,
John E. Smith, and Michael Tapia
and Proposed Class Counsel*

21
22
23
24 **PALMER KAZANJIAN WOHL HODSON, LLP**

25
26 Dated: October 1, 2025

[Signature]

Larry Kazanjian
Attorneys for Defendant Pacific Coast Supply, LLC

1 **IT IS SO AGREED.**

2 **PLAINTIFF CHRISTOPHER VANDYCKE**

3
4 Dated: _____

Christopher VanDycke

5 **PLAINTIFF JOHN E. SMITH**

6
7 Dated: _____

John E. Smith

8 **PLAINTIFF MICHAEL TAPIA**

9
10 Dated: 09/29/2025

Michael Tapia

Michael Tapia

11
12 **DEFENDANT PACIFIC COAST SUPPLY,**
13 **LLC**

14 Dated: 10/01/2025


Full Name: Darren Morris

15
16 Title: President
On behalf of Pacific Coast Supply, LLC

17 **APPROVED AS TO FORM ONLY:**


18 **BLACKSTONE LAW, APC**

19
20 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiffs Christopher VanDycke,
John E. Smith, and Michael Tapia
and Proposed Class Counsel

21
22
23
24 **PALMER KAZANJIAN WOHL HODSON,**
25 **LLP**

26 Dated: October 1, 2025



Larry Kazanjian
Attorneys for Defendant Pacific Coast Supply,
LLC