

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiff Bladimir Lopez Millan (“Plaintiff” or “Lopez Millan”) and Defendant Bouton Construction, Inc. (“Bouton” and/or “Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties,” and each individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means the civil action entitled *Bladimir Lopez Millan v. Bouton Construction, Inc.* Case No. 20CV371719, filed on or about October 19, 2020, in the Superior Court of the State of California, County of Santa Clara, alleging wage-and-hour violations against Defendant.

1.2. “Administrator” means Apex Class Action Administration, the neutral third-party settlement administrator jointly selected by the Parties to administer the Settlement, subject to Court approval.

1.3. “Administration Expenses Payment” means the amount to be paid to the Administrator from the Gross Settlement Amount for its reasonable fees and expenses, not to exceed the amount approved by the Court based on the Administrator’s bid submitted in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt hourly employees employed by Defendant in California during the PAGA Period.

1.5. “Class” and/or “Settlement Class” means all current and former hourly, non-exempt hourly employees employed by Defendant in California during the Class Period.

1.6. “Class Counsel” means James R. Hawkins, Isandra Fernandez, and Anthony L. Draper of James Hawkins APLC, counsel for Plaintiff and the Settlement Class.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel from the Gross Settlement Amount, subject to Court approval, for reasonable attorneys’ fees and litigation expenses incurred in the prosecution of the Action.

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

1.9. “Class Member” or “Settlement Class Member” means any individual who is a member of the Class, whether a Participating Class Member or Non-Participating Class Member (including any Non-Participating Class Member who also 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 traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Notice of Class Action and PAGA Settlement to be mailed to Class Members in English and Spanish, in the form, without material variation, attached hereto as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 19, 2016 to October 27, 2025.

1.13. “Class Representative” means the named Plaintiff Bladimir Lopez Millan, who is seeking Court approval to serve as the Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action, providing services in support of the Action and as consideration for the general release of all claims by the Class Representative.

1.15. “Court” means the Superior Court of California, County of Santa Clara.

1.16. “Defendant” means Bouton Construction, Inc. (“Bouton”).

1.17. “Defense Counsel” means Rachel E. Brown of Sweeney Mason, LLP

1.18. “Effective Date” means the latest of the following dates: Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s entry of an order granting final approval of the Settlement, certifying the Settlement Class for settlement purposes, and discharging the Released Parties from liability for all Released Class Claims and Released PAGA Claims.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means Eight Hundred Twenty-Five Thousand Dollars (\$825,000), which is the total amount Defendant agree to pay under the Settlement, exclusive of employer-side payroll taxes and any Escalator Clause adjustments. The Gross Settlement Amount will be used to fund Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount, calculated based on the number of Workweeks worked by that Class Member during the Class Period.

1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of

twenty-five percent (25%) of the PAGA Penalties, calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court upon Final Approval of the Settlement.

1.26. “LWDA” means the California Labor and Workforce Development Agency, as referenced in Labor Code section 2699, subdivision (i).

1.27. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties to be paid to the LWDA pursuant to Labor Code section 2699, subdivision (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following Court-approved payments: the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, the LWDA PAGA Payment, and the Individual PAGA Payments. The remaining Net Settlement Amount shall be distributed to Participating Class Members on a pro rata basis as Individual Class Payments.

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

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant in California during the PAGA Period. .

1.31. “PAGA Period” is the period from October 19, 2019 through October 27, 2025.

1.32. “PAGA” means the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq.

1.33. “PAGA Notice” means Plaintiff Bladimir Lopez Millan’s October 19, 2020, letter to Defendant and the California Labor and Workforce Development Agency (“LWDA”) providing notice pursuant to Labor Code section 2699.3, subdivision (a), as referenced in the Action and the operative Complaint.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$50,000 (25% allocated to Aggrieved Employees (\$12,500) and 75% (\$37,500) allocated to the LWDA, in settlement PAGA claims.

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

1.36. “Plaintiff” means Bladimir Lopez Millan, the named Plaintiff and proposed Class Representative in the Action.

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

1.38. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Class and PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means Defendant, and any of its parent, affiliate, and subsidiary entities, each of their former and present directors, officers, shareholders, owners, members, managers, attorneys, insurers, predecessors, successors, and assigns.

1.42. “Request for Exclusion” means a written request signed by a Class Member seeking to be excluded from the Class Settlement.

1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may:

(a) fax, email, or mail (postmarked by that date) a Request for Exclusion from the Settlement; or

(b) fax, email, or mail (postmarked by that date) his or her Objection to the Settlement.

Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the original Response Deadline to submit a Request for Exclusion or an Objection.

1.44. “Settlement” means the disposition of the Action effected by this Agreement, the Judgment, and all orders related thereto.

1.45. “Workweek” means any week during which a Class Member worked for Defendant as a non-exempt employee in California for at least one day during the Class Period.

2. RECITALS.

2.1. On October 19, 2020, Plaintiff Lopez Millan commenced the Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods of compensation in lieu thereof; (4) failure to reimburse business expenses; (5) failure to timely pay wages; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; and (7) violation of the unfair competition law, Case No. 34-2020-00282148 in Sacramento Superior Court .

2.2. On October 19, 2020, Plaintiff provided timely written notice to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of Plaintiff’s intent to pursue a Labor Code section 2698 Private Attorney General Act (“PAGA”) claim.

2.3. On February 3, 2021, Plaintiff filed, upon Court approval, a First Amended Class Action Complaint, adding a cause of action for civil penalties under PAGA. The operative First Amended Class Action Complaint therefore alleged the following causes of action: 1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods of compensation in lieu thereof; (4) failure to reimburse business

expenses; (5) failure to timely pay wages; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; (7) violation of the unfair competition law, and (8) civil penalties under PAGA.

2.4. On December 2, 2024, the Parties participated in an all-day mediation presided over by Daniel Turner, an experienced wage and hour class action mediator. An agreement was not reached at the conclusion of the mediation. The parties continued with the litigation. Plaintiff propounded further pre-certification discovery including the depositions of Defendant's PMK.

2.5. On October 27, 2025, the Parties participated in a second all day mediation with Mr. Turner. At the conclusion of the mediation, the Parties did not reach a settlement. However, subsequent to the mediation, the Parties accepted a proposal provided by the mediator.

2.6. Prior to the mediations and through pre-certification discovery in the Action, Plaintiff obtained, through formal and informal discovery, policy documents, personnel file materials, and time and payroll records for a random sampling of the potential class. Plaintiff's counsel worked with third party consultants to analyze these materials and conducted an investigation sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7. The Parties now desire to fully and finally resolve the Action and all Released Class Claims and Released PAGA Claims asserted therein on a class-wide and representative basis, subject to Court approval, without any admission of liability, wrongdoing, or violation of law by Defendant. The Parties enter into this Agreement solely to avoid the burden, expense, and uncertainty of continued litigation and to effect a fair and reasonable compromise of disputed claims.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay Eight Hundred Twenty-Five Thousand Dollars (\$825,000) as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the wage portions of the Individual Class Payments. Defendant have no obligation to fund the Gross Settlement Amount (or payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring any Participating Class Member or Aggrieved Employee to submit a claim as a condition of payment. No portion of the Gross Settlement Amount shall revert to Defendant.

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

3.2.1. To Plaintiff: Subject to Court approval, a Class Representative Service Payment of not more than \$10,000 shall be paid to Plaintiff Bladimir Lopez Millan in recognition of his time, effort, and risk in prosecuting the Action (in addition to any Individual Class Payment or Individual PAGA Payment to which he is entitled as a Participating Class Member). Defendant will not oppose a request for a service award up to this amount. If the Court approves less than the amount requested, the unapproved portion shall be added to the Net Settlement Amount. The Administrator shall issue the Class Representative Service Payment on IRS Form 1099, and Plaintiff shall be solely responsible for any taxes owed on this payment.

3.2.2. To Class Counsel: Subject to Court approval, a Class Counsel Fees Payment of up to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated at \$288,750) and a Class Counsel Litigation Expenses Payment of up to \$40,000 shall be paid to James Hawkins APLC. Defendant will not oppose these requests provided they do not exceed the specified amounts. If the Court approves less than requested, any unapproved portion shall be added to the Net Settlement Amount. The Administrator shall issue appropriate IRS Forms 1099 to Class Counsel, who shall be solely responsible for all taxes owed on such payments and shall indemnify Defendant from any liability arising therefrom.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$8,000.00 for settlement administration costs shall be paid to the Administrator. If the administration expenses are less than the amount approved, the difference shall be added to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Each Participating Class Member shall receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying that quotient by each Participating Class Member's individual workweeks during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment shall be treated as wages ("Wage Portion") subject to applicable tax withholdings and reported on IRS Form W-2; the remaining seventy-five percent (75%) shall be treated as interest and penalties ("Non-Wage Portion") reported on IRS Form 1099. Each Participating Class Member shall be solely responsible for any taxes owed on his or her Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class Payments. The Administrator shall retain amounts equal to the Individual Class Payments that would have been distributed to Non-Participating Class Members in the Net Settlement Amount, for redistribution to Participating Class Members on a pro rata basis. Under no circumstances shall any portion of the Net Settlement Amount revert to Defendant.

3.2.5. To the LWDA and Aggrieved Employees (PAGA Penalties): A total of \$50,000 from the Gross Settlement Amount shall be allocated to resolve PAGA claims ("PAGA Penalties"), of which twenty-five percent (25%) shall be distributed to Aggrieved Employees as Individual PAGA Payments and seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment") pursuant to Labor Code § 2699(i).

3.2.5.1. Calculation of Individual PAGA Payments: The Administrator shall calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying that result by each Aggrieved Employee's individual number of pay periods worked during the PAGA Period. Aggrieved Employees shall assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2. Adjustment and Reporting of PAGA Penalties: If the Court approves PAGA Penalties in an amount less than that proposed by the Parties, the Administrator shall allocate the unapproved portion to the Net Settlement Amount. The Administrator shall issue IRS Forms 1099 for all Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and shall also fund all amounts necessary to pay Defendant's share of applicable employer-side payroll taxes, by transmitting such funds to the Administrator no later than sixty (60) calendar days after the Court's Final Approval Order becomes final. (the "Funding Date").

4.2. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. The disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede the disbursement of the Individual Class Payments and Individual PAGA Payments.

4.2.1. Mailing of Payments. The Administrator shall issue checks for Individual Class Payments and Individual PAGA Payments and send them via First-Class U.S. Mail, postage prepaid, to each Participating Class Member and Aggrieved Employee, respectively. The face of each check shall prominently state the date—not less than one hundred eighty (180) days after the date of mailing—on which the check will become void. The Administrator shall cancel all checks not cashed by the void date. The Administrator shall send Individual Class Payment checks to all Participating Class Members (including those whose Class Notice was returned undelivered) and Individual PAGA Payment checks to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those whose Class Notice was returned undelivered). Prior to mailing any checks, the Administrator shall update all mailing addresses using the National Change of Address (NCOA) database.

4.2.2. Re-Mailing and Replacement Checks. The Administrator shall conduct a Class Member Address Search for any Class Member whose check is returned as undeliverable without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator shall re-mail the check to any forwarding address provided by USPS or to a new address obtained through the Class Member Address Search. The Administrator shall not be required to take further steps for checks re-mailed and again returned as undeliverable. Upon timely request from a Class Member before the void date, the Administrator shall issue a replacement check if the original was lost, misplaced, or stale dated.

4.2.3. Uncashed Checks and Unclaimed Funds. For any Class Member or Aggrieved Employee whose Individual Class Payment or Individual PAGA Payment check remains uncashed after the void date, the Administrator shall transmit the funds represented by such checks the non-profit organization Legal Aid At Work under the doctrine of *cy pres* thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.2.4. Effect of Settlement Payments on Benefits. Payment of the Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to make any additional

payments or confer any additional benefits (including, without limitation, 401(k) contributions, bonuses, or benefit-plan credits) beyond those expressly set forth in this Agreement. Such payments shall not be considered for purposes of determining eligibility for, vesting in, or participation in any benefit or welfare plan, including any plan governed by ERISA.

5. RELEASES OF CLAIMS. As of the Effective Date, Plaintiff and Class Members shall release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff, on behalf of himself and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and forever releases and discharges the Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation which Plaintiff has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned or held, or claimed to have, own or hold, or may have against the Released Parties, excluding only claims that, by law, may not be released. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

“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.”

5.2 Release by Participating Class Members. As of the Effective Date, all Participating Class Members shall be deemed to have released and discharged the Released Parties from any and all claims, demands, causes of action, rights, liabilities, or damages of every kind and nature, known or unknown, suspected or unsuspected, arising during the Class Period and relating to the allegations in the Action, including: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the First Amended Complaint; and (b) any and all wage-and-hour or related statutory, regulatory, or common-law claims that could have been asserted based on the same facts, matters, transactions, or occurrences alleged therein, including claims premised on any duties or rights under California Labor Code sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, 2699, and 2802; California Code of Regulations, Title 8, section 11060 et seq., and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders; and Business and Professions Code sections 17200 through 17208. “

5.3 Release by Aggrieved Employees. As of the Effective Date, all Aggrieved

Employees, whether or not they are Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and forever release and discharge the Released Parties from all claims to recover civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for alleged violations of the California Labor Code during the PAGA Period that were alleged, or reasonably could have been alleged, in the PAGA Notice that Plaintiff submitted to the California Labor and Workforce Development Agency (“LWDA”) or in the First Amended Complaint filed in this Action. The release includes all PAGA claims premised on alleged violations of Labor Code sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, 2699, and 2802, which are resolved by this Settlement.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion for preliminary approval (the “Motion for Preliminary Approval”) that complies with the Court’s applicable rules and checklist for class and PAGA settlements.

6.1 Plaintiff’s Responsibilities. Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including a draft notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and a request for approval of the PAGA portion of the Settlement pursuant to Labor Code section 2699(f)(2); a draft proposed Order Granting Preliminary Approval of the Settlement; a draft proposed Class Notice; a signed declaration from Plaintiff confirming his willingness and competency to serve as Class Representative; a signed declaration from Class Counsel attesting to their qualifications and competency to represent the Class Members; evidence of timely transmission to the California Labor and Workforce Development Agency (“LWDA”) of all required PAGA-related documents, including the initial notice of violations (Labor Code § 2699.3(a)), and this fully executed Agreement (Labor Code § 2699(1)(2)).

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement, obtaining a prompt hearing date for the Motion for Preliminary Approval, and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall be responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties, meeting in person or by telephone and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel shall expeditiously meet and confer in good faith to modify this Agreement and otherwise satisfy the Court’s concerns to the extent possible and agreeable to all Parties.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties shall jointly selected Apex Class Action Administration to perform the duties specified in this Agreement. As a condition of appointment, the Administrator shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties

specified herein in exchange for payment of the Court-approved Administration Expenses. The Parties and their respective Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experience administering settlements.

7.2 Employer Identification Number. The Administrator shall use its own Employer Identification Number for purposes of calculating payroll-tax withholdings and reporting payments to federal and state tax authorities. The Administrator shall report payment of all amounts issued from the Gross Settlement Amount and Net Settlement Amount to all required tax and other authorities, withhold and remit all required taxes consistent with this Agreement, and issue the appropriate IRS and state tax forms.

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

7.4 Notice to Class Members.

7.4.1 Class Data: No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator shall maintain the Class Data in strict confidence, use it solely for purposes of administering this Settlement, and restrict access to only those employees of the Administrator who require such access to perform their duties under this Agreement. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted or contained inaccurate identifying information for any Class Member and shall provide corrected or supplemental Class Data as soon as reasonably practicable. Without extending the deadline by which Defendant must initially transmit the Class Data to the Administrator, the Parties and their counsel shall use their best efforts in good faith to cooperate and resolve any issues related to incomplete or omitted Class Data as expeditiously as possible.

7.4.2 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 confirm the total number of Class Members, Aggrieved Employees, workweeks, and pay periods reflected in the Class Data.

7.4.3 Mailing of Class Notice. Using its best efforts to perform as soon as practicable, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator shall mail, via first-class United States Postal Service (“USPS”), the Class Notice substantially in the form attached hereto as **Exhibit A** to all Class Members identified in the Class Data. The first page of the Class Notice shall prominently display the estimated dollar amounts of the Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of workweeks and pay periods used to calculate those amounts. Prior to mailing, the Administrator shall update Class Member addresses using the National Change of Address (“NCOA”) database.

7.4.4 Re-Mailing of Returned Class Notices. Not later than three (3) business days after the Administrator’s 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 the USPS. If the 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 Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.5 Extension of Deadlines for Re-Mailed Notices. The deadlines for Class Members to submit written objections, challenges to workweek and/or pay-period calculations, or Requests for Exclusion shall be extended by an additional fourteen (14) calendar days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator shall inform those Class Members of the extended deadline in the re-mailed Class Notice.

7.4.6 Disputed or Omitted Class Members. If the Administrator, Defendant, or Class Counsel are contacted by—or otherwise become aware of—any person who believes they should have been included in the Class Data and should have received a Class Notice, the Parties shall expeditiously meet and confer in person or by telephone and in good faith to determine whether the person should be included as a Class Member. If the Parties agree to include such person, the Administrator shall promptly send, by email or overnight delivery, a Class Notice providing that the person shall exercise the options available under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or by the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send to the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than forty-five (45) 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. A Request for Exclusion must be a letter from the Class Member or the Class Member's authorized representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and either an email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator shall not reject a Request for Exclusion as invalid merely because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and that person's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise subject to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may request additional proof of the Class Member's identity, and the Administrator's determination of authenticity shall be final and binding, subject to Court approval.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion shall be deemed 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' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether that Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion

shall be deemed 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. Because future PAGA claims are subject to claim preclusion upon entry of Judgment, any Non-Participating Class Member who qualifies as an Aggrieved Employee is deemed to have released the PAGA claims identified in Paragraph 5.3 of this Agreement and shall still receive an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) 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 Class Workweeks and/or PAGA Pay Periods (if any) allocated to that Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail, and the Administrator shall encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator shall be entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise subject to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods, and its determinations of those challenges, to Defense Counsel and Class Counsel.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class-action components of the Settlement or to any provision of this Agreement, including objections to the fairness, adequacy, or reasonableness of the Settlement, and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may submit written objections to the Administrator by fax, email, or mail, or may appear in Court personally (or through their own attorney, at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to submit a written objection to the Administrator must do so no later than forty-five (45) 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.

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator shall 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 this Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval (including the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment), the Final Approval Order, and the Judgment. The Administrator shall translate the Class Notice and any other

communications with Class Members as required and shall maintain and monitor an email address and a toll-free telephone number to receive Class Member inquiries, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator shall promptly review, on a rolling basis, all Requests for Exclusion to ascertain their validity. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and Defense Counsel a list containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (the “Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion received, whether valid or invalid.

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

7.8.4 Workweek and/or Pay Period Challenges. The Administrator shall have authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges to the calculation of Workweeks and/or Pay Periods. The Administrator’s determination shall be final and not appealable or otherwise subject to challenge, but remains subject to Court review if necessary.

7.8.5 Administrator’s Declaration. No later than fourteen (14) days before the date by which Plaintiff must file the Motion for Final Approval of the Settlement, the Administrator shall provide Class Counsel and Defense Counsel with a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all obligations under this Agreement, including but not limited to its mailing of the Class Notice, the number of Class Notices returned as undeliverable and re-mailed, its efforts to locate Class Members, the total number of Requests for Exclusion (both valid and invalid) received, the number of written objections, and attaching the Exclusion List. The Administrator shall supplement its declaration as needed or as requested by the Parties or the Court. Class Counsel shall be responsible for filing the Administrator’s declaration(s) with the Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing, by employee identification number only, all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator shall prepare and deliver to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel shall be responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE AND ESCALATOR CLAUSE. Defendant estimates that, as of the date of this Agreement, there are approximately 241 Class Members who worked a total of 31,750 workweeks during the Class Period, and approximately 168 Aggrieved Employees who worked a total of 10,463

pay periods during the PAGA Period. If the total number of workweeks ultimately exceeds 31,750, the Escalator Clause shall apply, and Defendant shall increase the GSA on a pro-rata basis (for example, if the number of workweeks increases by 1%, the GSA will increase by 1% consistent with the terms of this Agreement).

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total number of all Class Members, Defendant may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant exercises this election, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, that Defendant shall remain responsible for paying all Settlement Administration Expenses incurred up to that point. Defendant shall notify Class Counsel and the Court in writing of their election to withdraw no later than seven (7) calendar days after the Administrator transmits the final Exclusion List to Defense Counsel, and any untimely election to withdraw shall have no effect. The Parties shall thereafter meet and confer in good faith to determine whether a revised settlement can be reached and, if not, shall promptly notify the Court that the Settlement has been terminated.

10. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff shall file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under Labor Code section 2699, subdivision (1), a proposed Order and Judgment Granting Final Approval the Settlement and (2) supporting documents. Plaintiff shall provide drafts of these documents to Defense Counsel seven (7) days prior to filing, and Class Counsel and Defense Counsel shall expeditiously meet and confer in good faith, in person or by telephone, to resolve any disagreements concerning the Motion for Final Approval.

10.1 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.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement—including, without limitation, the scope of release to be granted by Class Members—the Parties shall expeditiously work together in good faith to address the Court's concerns by revising this Agreement as necessary to obtain Final Approval. If the Court does not grant Preliminary or Final Approval of the Settlement in all material respects and the Parties are unable to agree on revisions that satisfy the Court, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, that Defendant shall remain responsible for paying all Settlement Administration Expenses incurred to that point. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement-administration

matters, and (iii) resolving such post-Judgment issues as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement—including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment—each Party, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided herein waive all rights to appeal from the Judgment, including rights to post-judgment and appellate proceedings, motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. This waiver does not include the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement shall be suspended until the appeal is finally resolved and the Judgment becomes final, except for matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement—including, without limitation, the scope of release to be granted by Class Members—this Agreement shall be null and void. Nevertheless, the Parties shall work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing equally (50-50) any additional Administration Expenses reasonably incurred after remittitur. An appellate decision modifying or reducing the Court's award of the Class Representative Service Payment or any payment to Class Counsel shall not constitute a material modification within the meaning of this paragraph, provided the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of disputed claims and is entered into solely to avoid the burden, expense, and uncertainty of continued litigation. Nothing in this Agreement shall be construed as or constitute an admission by Defendant that any of the allegations in the First Amended Complaint have merit or that Defendant has any liability for any of the claims asserted, nor shall it be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. 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 or representative action for any reason, and Defendant reserves all available defenses to the claims in the Action. Plaintiff likewise reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action shall have no bearing on and shall not be admissible in any litigation, except as necessary to enforce or effectuate the terms of this Settlement or this Agreement.

12.2 Limited Confidentiality Prior to and Following Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of the Settlement is granted, they will not disclose, disseminate, or publicize, or cause or

permit any other person to disclose, disseminate, or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom shall be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party shall immediately notify all other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel further agree that, prior to the granting of the Motion for Preliminary Approval, they shall not, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to it, except to respond only that "the matter was resolved," or words to that effect. Nothing in this paragraph restricts Class Counsel's communications with Class Members in accordance with its ethical obligations.

12.3 No Solicitation. The Parties separately agree that they, their respective counsel, and their employees shall not solicit, encourage, or otherwise induce any Class Member to opt out of or object to the Settlement, or to 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.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with all attached exhibits, shall constitute the entire integrated agreement between the Parties relating to the Settlement and shall supersede any and all prior or contemporaneous oral or written representations, warranties, covenants, agreements, or inducements made to or by any Party, including, without limitation, the Parties' Memorandum of Understanding.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

12.6 Cooperation. The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement as necessary, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or upon any modification that may become necessary, the Parties shall refer any such disputes to the Mediator identified herein.

12.7 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.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are 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.

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

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

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict-of-law principles. The Parties agree that this Settlement constitutes a compromise and resolution of disputed claims not involving undisputed wages and that California Labor Code section 206.5 is therefore inapplicable to this Settlement.

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

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of Class Data provided by Defendant in connection with mediation, settlement negotiations, or the implementation of this Settlement, may be used only for purposes of administering and enforcing this Settlement and for no other purpose. Such information shall not be used in any manner that violates any contractual agreement, statute, or rule of court. No later than ninety (90) days after the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of the Class Data received from Defendant unless, before that date, Defendant make a written request to Class Counsel for the return rather than the destruction of such Class Data.

12.15 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.

12.16 Calendar Days. Unless otherwise expressly stated, all references to "days" in this Agreement shall mean 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 automatically extend to the next business day.

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

To Plaintiff:

Isandra Fernandez & Anthony L. Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618

Email: isandra@jameshawkinsaplc.com; and
anthony@jameshawkinsaplc.com

To Defendant:

Rachael E. Brown
SWEENEY MASON, LLP
983 University Avenue, Suite 104C
Los Gatos, CA 95032
Email: REB@smlp.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, electronically (for example, via DocuSign), or by email, and each such executed counterpart shall be deemed an original for all purposes. All executed counterparts, and each of them, shall together constitute one and the same instrument, and counsel for the Parties may exchange signed counterparts electronically. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. Upon execution of this Agreement, the Parties agree that all proceedings in the Action shall be stayed, except as necessary to effectuate the terms of this Agreement and to seek Court approval of the Settlement. The Parties further agree that, pursuant to California Code of Civil Procedure section 583.330, the time period for bringing the Action to trial under Code of Civil Procedure section 583.310 shall be extended for the entire duration of the settlement-approval process.

BY PLAINTIFF

Dated: 12/2/2025

Firmado por:

204909EA01FD477...
BLADIMIR LOPEZ MILLAN

BY DEFENDANT

BOUTON CONSTRUCTION, INC.

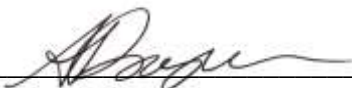
Dated: _____

By: _____
Its: Authorized Signatory

BY PLAINTIFF'S COUNSEL

JAMES HAWKINS APLC

Dated: December 02, 2025



Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff
Bladimir Lopez Millan

BY DEFENSE COUNSEL

SWEENEY MASON, LLP

Dated: _____

Rachael Brown
Attorneys for Defendant
Bouton Construction, Inc.