

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiff Tony Howell (“Plaintiff”) and Defendants PAR Western Line Contractors LLC DBA QUES F/K/A Quanta Utility Engineering Services, Inc. (“QUES”) and Par Western Line Contractors LLC F/K/A Utility Line Management Services, Inc. (“ULMS”) (collectively, “Defendants”). Plaintiff and Defendants are collectively referred to as the “Parties,” and each individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means the civil action entitled *Tony Howell v. Quanta Utility Engineering Services, Inc., et al.*, Case No. CIVSB2117103, filed on or about June 15, 2021, in the Superior Court of the State of California, County of San Bernardino, alleging wage and hour violations against Defendants.

1.2. “Administrator” means Apex Class Action, LLC, 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 Plaintiff’s motion for Preliminary Approval of the Settlement.

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

1.5. “Class” means all current and former non-exempt hourly employees employed by Defendants in California who occupied positions of “construction site representative” and/or similar positions 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 Class and Aggrieved Employees.

1.7. “Class Counsel Fees Payment” means the amount to be paid to Class Counsel from the Gross Settlement Amount, subject to Court approval, for reasonable attorneys’ fees incurred in the prosecution of the Action.

1.8. “Class Data” means Class Member and Aggrieved Employee identifying information in Defendants’ possession, including their names, last-known mailing addresses, Social Security numbers, and number of Workweeks and Pay Periods.

1.9. “Class Counsel Litigation Expenses Payment” means the amount to be paid to Class Counsel from the Gross Settlement Amount, subject to Court approval, for reasonable litigation expenses incurred in the prosecution of the Action.

1.10. “Class Member” means any individual who is a member of the Class, whether a Participating Class Member or Non-Participating Class Member.

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

1.12. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members and Aggrieved Employees in English and Spanish, in the form, without material variation, attached hereto as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from June 14, 2017 through March 13, 2025.

1.14. “Class Representative” means the named Plaintiff Tony Howell, who is seeking Court approval to serve as the Class Representative.

1.15. “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.

1.16. “Complaint” means the operative First Amended Complaint on file in the Action.

1.17. “Court” means the Superior Court of California, County of San Bernardino.

1.18. “Defendants” means PAR Western Line Contractors LLC DBA QUES F/K/A Quanta Utility Engineering Services, Inc. (“QUES”) and Par Western Line Contractors LLC F/K/A Utility Line Management Services, Inc. (“ULMS”).

1.19. “Defense Counsel” means Jennifer N. Lutz, Christine Y. Clark, and Jessica C. O’Malley of Pettit Kohn Ingrassia Lutz & Dolin PC.

1.20. “Effective Date” means the latest of the following dates:

(a) if no Class Member timely intervenes or files a motion to vacate the judgment, the date the Court enters an order granting Final Approval of the Settlement;

(b) if a Class Member timely intervenes or files a motion to vacate the judgment and no appeal follows, sixty-one (61) calendar days after the Court enters an order granting Final Approval of the Settlement; or

(c) if a Class Member timely intervenes or files a motion to vacate the judgment and an appeal or other collateral challenge follows, the date of final resolution of the appeal or collateral attack resulting in final approval of the Settlement.

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

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

1.23. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24. “Gross Settlement Amount” means One Million Seven Hundred Twenty Thousand Dollars and Zero Cents (\$1,720,000.00), which is the total amount Defendants agree to pay under the Settlement, exclusive of employer-side payroll taxes and any adjustments pursuant to the Escalator Clause. 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.

1.25. “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.

1.26. “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 by that Aggrieved Employee during the PAGA Period.

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

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

1.29. “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).

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

1.31. “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.

1.32. “PAGA Period” means the period from June 14, 2020 through March 13, 2025.

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

1.34. “PAGA Notice” means Plaintiff’s June 14, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), as referenced in the Action and Complaint.

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$375,000), with 25% allocated to Aggrieved Employees (\$93,750) and 75% (\$281,250) allocated to the LWDA.

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

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

1.38. “Plaintiff” means Tony Howell, the named Plaintiff and proposed Class Representative in the Action.

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

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

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

1.42. “Released Parties” means Defendants, and any of their current, former, and/or alleged owners, officers, directors, managers, executives, partners, principals, shareholders, employees, agents, representatives, insurers, attorneys, predecessors, successors, assigns, parents, subsidiaries, affiliates, or other entities that could be considered to have jointly employed any Class Members and Aggrieved Employees.

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

1.44. “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) their Objection to the Settlement.

Class Members and Aggrieved Employees 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.

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

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

2. RECITALS.

2.1. On June 15, 2021, Plaintiff commenced the Action by filing a Class Action Complaint in the Superior Court of California, County of San Bernardino, entitled *Tony Howell v. Quanta Utility Engineering Services, Inc., et al.*, Case No. CIVSB2117103. On November 30, 2021, Plaintiff filed a First Amended Class Action Complaint to add a cause of action pursuant to the PAGA. The operative Complaint, filed on behalf of Plaintiff and all other similarly situated non-exempt employees of Defendants, alleges causes of action against Defendants for (1) failure to pay wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to reimburse necessary business expenses; (5) failure to pay sick pay wages; (6) failure to timely pay wages during employment; (7) failure to timely pay wages at termination of employment; (8) knowing and intentional failure to provide accurate itemized wage statements; (9) unfair business practices in violation of Business and Professions Code sections 17200, et seq., and (10) violation of the PAGA. Defendants dispute each and every allegation in the Action, refute that they violated any law, and deny any and all liability or wrongdoing of any kind.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on June 14, 2021.

2.3. On October 18, 2022, the Parties participated in a private mediation with Lou Marlin, Esq. but were unable to reach a settlement. On February 11, 2025, the Parties participated in a second private mediation with Steven G. Mehta, Esq. and were unable to reach a settlement at the conclusion of the mediation. On or about August 12, 2025, the Parties accepted a mediator's proposal, resulting in a settlement in principle, which they memorialized in a Memorandum of Understanding ("MOU") executed on or about October 22, 2025.

2.4. Prior to mediation, Plaintiff and Class Counsel, through both formal and informal discovery, obtained and analyzed time and payroll records, policy documents, and personnel materials for members of the proposed Class. Class Counsel, with assistance from a data consultant, evaluated these materials and performed an investigation sufficient to satisfy the standards for settlement approval 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.

2.5. 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 and representative basis, subject to Court approval, without any admission of liability, wrongdoing, or violation of any law by Defendants. The Parties enter into this Agreement solely to avoid the burden, expense, and uncertainty of continued litigation and to affect a fair and reasonable compromise of disputed claims.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay One Million Seven Hundred Twenty Thousand Dollars and Zero Cents (\$1,720,000.00) 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. Defendants 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 Defendants.

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 \$10,000.00 shall be paid to Plaintiff 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 and Aggrieved Employee). Defendants 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 \$602,000.00) and a Class Counsel Litigation Expenses Payment of up to \$40,000.00 shall be paid to James Hawkins APLC. Defendants will not oppose these requests, provided they do not exceed the specified amounts. If the Court approves less than the amount 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 Defendants from any liability arising therefrom.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$8,990.00 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 the quotient by each Participating Class Member's individual workweeks during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) 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 eighty percent (80%) of each Participating Class Member's Individual Class Payment 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 their 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 Defendants.

3.2.5. To the LWDA and Aggrieved Employees (PAGA Penalties): A total of \$375,000.00 from the Gross Settlement Amount shall be allocated to PAGA Penalties, with twenty-five percent (25%) distributed to Aggrieved Employees as Individual PAGA Payments and seventy-five percent (75%) paid to the LWDA as the LWDA PAGA Payment.

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 the quotient 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 contemplated in this Agreement, 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. Defendants shall fully fund the Gross Settlement Amount and all amounts necessary to pay Defendants' share of applicable employer-side payroll taxes by transmitting such funds to the Administrator no later than sixty (60) calendar days after the Effective Date (the "Funding Date").

4.2. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount and employer-side payroll taxes, the Administrator shall mail checks for all Individual Class Payments, all 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) calendar 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 undeliverable) 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 undeliverable). Prior to mailing any checks, the Administrator shall update all mailing addresses using the NCOA database.

4.2.2. Re-Mailing and Replacement Checks. The Administrator shall conduct a Class Member Address Search for any Participating Class Member or Aggrieved Employee 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 Participating Class Member or Aggrieved Employee 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 Participating 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 to the California State Controller's Unclaimed Property Fund, in the name of the payee. This procedure shall result in no "unpaid residue" under California Code of Civil Procedure section 384(b).

4.2.4. Effect of Settlement Payments on Benefits. Payment of the Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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 Employee Retirement Income Security Act of 1974 ("ERISA").

5. RELEASES OF CLAIMS. As of the Effective Date, Plaintiff, Class Members, and Aggrieved Employees 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 all claims, transactions, or occurrences arising out of or relating to his employment with Defendants, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Complaint and PAGA Notice; and (b) all claims for civil penalties under the PAGA that were, or reasonably could have been, alleged based on facts contained in the Complaint and PAGA Notice, or ascertained during the Action. This release ("Plaintiff's Release") does not extend to any claims or actions to enforce this Agreement, or to any claims for vested retirement or pension benefits, unemployment benefits, disability benefits, social-security benefits, or workers' compensation benefits that arose at any time related to Plaintiff's employment with Defendants. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, those he now knows or believes to be true, but agrees 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have fully and forever 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, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Complaint, including the (1) failure to pay minimum, regular, and overtime wages, (2) failure to provide meal periods or pay meal period premiums in lieu thereof, (3) failure to provide rest breaks or pay rest break premiums in lieu thereof, (4) failure to reimburse necessary business expenses, (5) failure to provide accurate itemized wage statements, (6) failure to maintain accurate records, (7) failure to timely pay wages during employment, (8) failure to timely pay wages at termination of employment, (9) failure to pay sick pay wages; and (10) unfair business practices pursuant to the Unfair Competition Law (“UCL”), Business and Professions Code §§ 17200, et seq.; 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 Labor Code sections 200, 201, 202, 203, 204, 210, 212, 218.5, 221, 225, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1199, 2699, and 2802; California Code of Regulations, Title 8, section 11090 et seq.; and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders. This release (the “Class Release”) extends to all theories of relief and direct or derivative claims that can be brought, whether under federal, state, or common law—including, without limitation, claims for violations of the Labor Code, IWC Wage Orders, applicable regulations, the UCL, and the PAGA. “Settled Claims” include all forms of relief available for the foregoing claims, including damages, restitution, statutory or civil penalties, interest, attorneys’ fees, costs, and injunctive or declaratory relief. The Final Judgment shall expressly provide that it covers and bars each and every Participating Class Member from asserting any Settled Claims in the future. Participating Class Members, excluding Plaintiff, do not waive the provisions, rights, or benefits of section 1542 of the California Civil Code.

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, shall be deemed to have fully and forever released and discharged the Released Parties from any and all claims to recover civil penalties pursuant to the PAGA for alleged violations of the Labor Code during the PAGA Period that were alleged, or reasonably could have been alleged, in the PAGA Notice that Plaintiff submitted to the LWDA or in the Complaint filed in the Action, including the (1) failure to pay minimum, regular, and overtime wages, (2) failure to provide meal

periods or pay meal period premiums in lieu thereof, (3) failure to provide rest breaks or pay rest break premiums in lieu thereof, (4) failure to reimburse necessary business expenses, (5) failure to provide accurate itemized wage statements, (6) failure to maintain accurate records, (7) failure to timely pay wages during employment, (8) failure to timely pay wages at termination of employment, and (9) failure to pay sick pay wages. This release (the “PAGA Release”) includes, without limitation, all PAGA claims premised on alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 210, 212, 218.5, 221, 225, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1199, 2699, and 2802; and any applicable IWC Wage Orders and regulations, which are resolved by this Settlement. The Final Judgment shall expressly provide that it covers and bars each and every Aggrieved Employee from asserting any claims pursuant to the PAGA Release in the future. Aggrieved Employees, excluding Plaintiff, do not waive the provisions, rights, or benefits of section 1542 of the California Civil Code.

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

6.1 Plaintiff’s Responsibilities. Class Counsel 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 and Approval of PAGA Settlement; a draft proposed Class Notice; a signed declaration from Plaintiff confirming his willingness and competency to serve as Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with the Class Members, Aggrieved Employees, and/or Administrator; a signed declaration from Class Counsel attesting to their qualifications and competency to represent the Class Members and Aggrieved Employees; and evidence of timely transmission to the LWDA of all required PAGA-related documents, including the PAGA Notice (Labor Code § 2699.3(a)), Complaint (Labor Code § 2699(1)(1)), 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) calendar 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, LLC 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 U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members and Aggrieved Employees.

7.4.1 Class Data: No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the privacy of Class Members and Aggrieved Employees, 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. Defendants have a continuing duty to promptly notify Class Counsel if they discover that the Class Data omitted or contained inaccurate identifying information for any Class Member or Aggrieved Employees, and they shall provide corrected or supplemental Class Data as soon as reasonably practicable. Without extending the deadline by which Defendants 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 and Aggrieved Employees 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/or Aggrieved Employee, and the number of Workweeks and Pay Periods used to calculate those amounts. Prior to mailing, the Administrator shall update the Class Members and Aggrieved Employees’ addresses using the 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 undeliverable, 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 Notices to Class Members and Aggrieved Employees whose Class Notice are returned by the USPS as undeliverable 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) calendar 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 or Aggrieved Employees. If the Administrator, Defendants or their counsel, 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 and/or Aggrieved Employee. If the Parties agree to include such person, the Administrator shall promptly send, by 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 included 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 action component of the 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 class action component of the Settlement and includes the Class Member's name, address, and email address and/or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. A Class Member may not request to exclude themselves from the PAGA portion of the Settlement.

7.5.2 The Administrator shall not reject a Request for Exclusion as invalid merely because it fails to contain all of 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 from the class action component of the Settlement. 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 Class Release under paragraph 5.2 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 component of the Settlement. Consistent with the MOU, 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 and Aggrieved Employee shall have forty-five (45) calendar days after the Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class Members and Aggrieved Employees whose Class Notice is re-mailed, to challenge the number of Workweeks and/or Pay Periods (if any) allocated to that Class Member and Aggrieved Employee, as listed in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email, or mail, and the Administrator shall encourage the challenging Class Member and/or Aggrieved Employee 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 the Class Members and Aggrieved Employees' 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 component 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 the class action component 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 and Aggrieved Employees, 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 and Aggrieved Employees as required and shall maintain and monitor an email address and a toll-free telephone number to receive Class Member and Aggrieved Employee 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) calendar 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 undeliverable, Class Notices returned undeliverable a second time, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods allocations 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 and Aggrieved Employees 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.

7.8.5 Administrator's Declaration. No later than fourteen (14) calendar 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, the number of Class Notices returned as undeliverable a second time, its efforts to locate the Class Members and Aggrieved Employees, the total number of Requests for Exclusion (both valid and invalid) received, the number of written objections received, 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) calendar 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) calendar 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. Defendants estimate that there are approximately one hundred (100) Class Members who worked a total of 16,214 Workweeks during the Class Period, and approximately two hundred sixty-nine (269) Aggrieved Employees who worked a total of 38,295 Pay Periods during the PAGA Period. If the total number of Workweeks ultimately exceeds 17,025 (which is 5% more than assumption of 16,214), the Escalator Clause shall apply, and Defendants shall have the option to either (a) end the Class Period when 17,025 workweeks is reached, or (b) increase the Gross Settlement Amount by the percentage above 5% consistent with the terms of this Agreement.

9. DEFENDANTS’ RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total number of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants exercise 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; Defendants shall remain responsible for paying all Settlement administration expenses incurred up to the withdrawal date. Defendants shall notify Class Counsel and the Court in writing of their election to withdraw from the Settlement 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 Final Approval Hearing, Plaintiff shall file in Court a motion for final approval of the Settlement that also includes a request for approval of the PAGA portion of the Settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order, and a proposed Judgment (collectively, the “Motion for Final Approval”). Class Counsel shall provide drafts of these documents to Defense Counsel no later than seven (7) court 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 and Aggrieved Employees—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 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 Settlement and Agreement, including any obligation by Defendant to pay the amounts that otherwise would have been payable under the Settlement and this Agreement.. 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—the Parties, their respective counsel, and all Participating Class Members and Aggrieved Employees 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 and Aggrieved Employees—this Agreement shall be null and void. Nevertheless, the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing 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, 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, provided that 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 expeditiously 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 Defendants that any of the

allegations in the PAGA Notice and/or Complaint have merit or that Defendants have any liability for any of the claims asserted, nor shall it be construed as an admission by Plaintiff that Defendants' 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, Defendants reserve the right to contest certification of any class or representative action for any reason, and Defendants reserve 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 Defendants' 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 Agreement.

12.2 Limited Confidentiality Prior to and Following Preliminary Approval. Plaintiff, Class Counsel, Defendants, 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, Defendants, 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 similar words to that effect. Following Preliminary Approval, the Parties shall make no comments to the media or otherwise publicize the terms of the Settlement. Class Counsel, however, may post on its website, "The Firm settled an employment class action with an electrical utility services company for \$1.7 million." Nothing in this paragraph restricts Class Counsel's communications with Class Members or Aggrieved Employees in accordance with their 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 or Aggrieved Employee 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 and Aggrieved Employees in accordance with their ethical obligations.

12.4 Integrated Agreement. Upon execution by all Parties and their respective 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 MOU.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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 Steven G. Mehta, Esq. (the “Mediator”) for final decision, consistent with the terms of the MOU.

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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement 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 counsel, 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 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 Defendants 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) calendar days after the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of the Class Data received from Defendants unless, before that date, Defendants 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 or California state 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 Defendants:

Jennifer N. Lutz, Christine Y. Clark, & Jessica C. O'Malley
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
Email: jlutz@pettitkohn.com;
cyclark@pettitkohn.com; and
jomalley@pettitkohn.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: 12/29/2025

DocuSigned by:
Tony Howell
E73D08FEC1AC47F...

TONY HOWELL

BY DEFENDANTS

**PAR WESTERN LINE CONTRACTORS
LLC DBA QUES F/K/A QUANTA UTILITY
ENGINEERING SERVICES, INC.**

Dated: _____

By: Gerrit Burki
Vice President, Finance

**PAR WESTERN LINE CONTRACTORS
LLC F/K/A UTILITY LINE
MANAGEMENT SERVICES, INC.**

Dated: _____

By: Kody Kilshaw
President

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BY PLAINTIFF

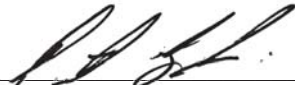
Dated: _____

TONY HOWELL

BY DEFENDANTS

**PAR WESTERN LINE CONTRACTORS
LLC DBA QUES F/K/A QUANTA UTILITY
ENGINEERING SERVICES, INC.**


Dated: 12/19/2026 _____



By: Gerrit Burki
Vice President, Finance

**PAR WESTERN LINE CONTRACTORS
LLC F/K/A UTILITY LINE
MANAGEMENT SERVICES, INC.**

Dated: 01/07/2027 _____



By: Kody Kilshaw
President

APPROVED AS TO FORM:

BY PLAINTIFF'S COUNSEL

Dated: 12/29/2025

JAMES HAWKINS APLC



James R. Hawkins
Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff
Tony Howell

BY DEFENSE COUNSEL

Dated: January 12, 2026

PETTIT KOHN INGRASSIA LUTZ &
DOLIN PC



Jennifer N. Lutz, Esq.
Christine Y. Clark, Esq.
Jessica C. O'Malley, Esq.
Attorneys for Defendants
**PAR Western Line Contractors LLC dba
QUES f/k/a Quanta Utility Engineering
Services, Inc. and f/k/a Utility Line
Management Services, Inc.**