

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Sandi Ortiz Cuevas (“Cuevas”), Jose Luis Ramirez (“Ramirez”) and Maria Yanez Zepeda (“Zepeda” and, together with Cuevas and Ramirez, “Plaintiffs”), on the one hand, and defendants TMI Automotive Products, Inc. (“TMI Automotive”); TMI Products, Inc. (“TMI Products”); and IPC Import Parts Connection Inc. (“IPC” and, together with TMI Automotive and TMI Products, collectively, “Defendants”), on the other. The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means Plaintiffs’ lawsuits entitled *Cuevas v. TMI Automotive Products Inc.*, Case No. CVRI2304340 (Riverside Superior Court), *Ramirez v. TMI Automotive Products Inc., et al.*, Case No. CVRI2304905 (Riverside Superior Court), and *Zepeda v. TMI Automotive Products Inc., et al.*, Case No. CVRI2305081 (Riverside Superior Court).
- 1.2. “Administrator” means APEX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with preliminary approval of the Settlement.
- 1.4. “Aggrieved Employees” means all non-exempt, hourly individuals that worked for Defendants in California during the PAGA Period.
- 1.5. “Class” means all non-exempt, hourly individuals that worked for Defendants in California during the Class Period.
- 1.6. “Class Counsel” means Wilshire Law Firm, PLC; Blackstone Law, APC; and Torus LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address,

Social Security number, email address (if available), and dates of employment.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, attached hereto as **Exhibit A**.
- 1.12. “Class Period” means the period February 24, 2019, through April 20, 2025.
- 1.13. “Class Representatives” means the named Plaintiffs Sandi Ortiz Cuevas, Jose Luis Ramirez, and Maria Yanez Zepeda in the operative complaints in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment(s)” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Class Settlement” means the settlement of the claims brought on behalf of the Class Members described herein.
- 1.16. “Court” means the Superior Court of California, County of Riverside.
- 1.17. “Cuevas Action” means the litigation initiated pursuant to the Cuevas Complaint, including without limitation any amendments to the Cuevas Complaint.
- 1.18. “Cuevas Complaint” means the Complaint filed in the Superior Court of California, for the County of Riverside on August 21, 2023, by Cuevas.
- 1.19. “Cuevas PAGA Notice” means Plaintiff Cuevas’ letter of September 23, 2023, to TMI Automotive and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.20. “Defendants” means the named Defendants TMI Automotive Products Inc.; TMI Products, Inc; and IPC Import Parts Connection Inc.
- 1.21. “Defense Counsel” means O’Hagan Meyer, LLP.
- 1.22. “Effective Date” means the date by when both of the following have occurred:  
(a) the 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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.23. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.24. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.25. “Gross Settlement Amount” or “GSA” means Five Hundred Forty-Two Thousand Dollars (\$542,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment.
- 1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.28. “IWC Wage Orders” means the Wage Orders issued by the Industrial Welfare Commission.
- 1.29. “Judgment” means the judgment entered by the Court based upon the Final

Approval.

- 1.30. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.31. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.32. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
  - a. The entire NSA will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.
  - b. If there are any valid and timely Requests for Exclusion, the Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Participating Class Members equals 100% of the Net Settlement Amount.
- 1.33. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.34. “Notice Packet” means collectively, the Class Notice, Request for Exclusion Form, and Notice of Objection Form.
- 1.35. “Notice of Objection Form” means the Notice of Objection Form, attached hereto as **Exhibit C**.
- 1.36. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.37. “PAGA Period” means the period from September 22, 2022, through April 20, 2025.
- 1.38. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.39. “PAGA Notices” means the Cuevas PAGA Notice and the Zepeda PAGA Notice.
- 1.40. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, of Twenty Thousand Dollars (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000) and 75% to the LWDA (\$15,000) in settlement of PAGA claims.
- 1.41. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.42. “Plaintiffs” means Sandi Ortiz Cuevas, Jose Luis Ramirez, and Maria Yanez Zepeda, the named plaintiffs in the Action.
- 1.43. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of the Settlement.
- 1.44. “Ramirez Action” means the litigation initiated pursuant to the Ramirez Complaint.
- 1.45. “Ramirez Complaint” means the Complaint filed in the Superior Court of California, for the County of Riverside on September 18, 2023, by Ramirez.
- 1.46. “Released Class Claims” means the claims being released as described in Paragraph 5.5 below.
- 1.47. “Released PAGA Claims” means the claims being released as described in Paragraph 5.6 below.
- 1.48. “Released Parties” means: Defendants, and their respective past, present, and future directors, officers, shareholders, employees, insurers, subsidiaries, affiliates, successors, assigns, and agents.
- 1.49. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.50. “Request for Exclusion Form” means the Request for Exclusion Form attached hereto as **Exhibit B**.
- 1.51. “Response Deadline” means 60 days after the Administrator mails the Notice Packet, and shall be the last date on which Class Members may submit a Request for Exclusion, written objection, and/or challenge to Workweeks and/or PAGA

Pay Periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.52. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.53. “Workweek” means any week during which a Class Member worked for Defendants in California for at least one day, during the Class Period.
- 1.54. “Zepeda Action” means the litigation initiated pursuant to the Zepeda Complaint.
- 1.55. “Zepeda Complaint” means the Complaint filed in the Superior Court of California, for the County of Riverside on September 26, 2023, by Zepeda.
- 1.56. “Zepeda PAGA Notice” means Plaintiff Zepeda’s letter of July 21, 2023, to TMI Automotive, TMI Products, IPC, and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

## **2. RECITALS.**

- 2.1. On August 21, 2023, Plaintiff Cuevas filed a Complaint in the Superior Court of California, for the County of Riverside (“Cuevas Complaint”), alleging class causes of action against TMI Automotive for Failure to Pay Minimum and Straight Time Wages and Overtime Wages (Labor Code § 1194, et seq.), Failure to Provide Meal and Rest Periods (Labor Code § 226.7), derivative Failure to Provide Accurate Wage Statements (Labor Code § 226), Failure to Indemnify Employees for Expenditures (Labor Code § 2802), and Unfair Business Practices (Business & Professions Code § 17200, et seq.).
- 2.2. On September 18, 2023, Plaintiff Ramirez filed a Complaint in the Superior Court of California, for the County of Riverside (“Ramirez Complaint”), alleging class causes of action against TMI Automotive and Kamran Staffing, Inc. for Failure to Pay Minimum and Straight Time Wages and Overtime Wages (Labor Code § 1194, et seq.), Failure to Provide Meal and Rest Periods (Labor Code § 226.7), Wages Not Timely Paid during Employment (Labor Code §§ 204, 210), Failure to Provide Accurate Wage Statements (Labor Code § 226), Untimely Final Wages (Labor Code § 201 et seq.), Failure to Reimburse Necessary Business Expenses (Labor Code § 2800 et seq.), and Unfair Business Practices (Business & Professions Code § 17200, et seq.).

- 2.3. On September 26, 2023, Plaintiff Zepeda filed a Complaint in the Superior Court of California, County of Riverside (“Zepeda Complaint”), alleging class and representative causes of action against Defendants for Failure to Pay All Wages, Failure to Provide Meal Periods or Compensation in Lieu Thereof, Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof, Failure to Reimburse Business Expenses, Failure to Provide Accurate Itemized Wage Statements, Waiting Time Penalties, derivative Unfair Business Practices, and PAGA Civil Penalties (Labor Code § 2698 et seq.).
- 2.4. The Parties agree to stipulate to Plaintiffs’ filing of a consolidated complaint (“Operative Complaint”) in the Cuevas Action that amends the Cuevas Complaint to include the claim for civil penalties under PAGA and the allegations contained in the Cuevas PAGA Notice, adds Plaintiffs Ramirez and Zepeda as named plaintiffs, adds TMI Products and IPC as defendants, and adds the allegations contained in the Ramirez Complaint and Zepeda Complaint and the allegations contained in the Zepeda PAGA Notice. The Parties agree to stipulate that the class period in the Cuevas/Ramirez/Zepeda Operative Complaint shall cover February 24, 2019, through April 20, 2025.

Defendants deny the allegations in the Cuevas Complaint, Ramirez Complaint, and Zepeda Complaint, deny any failure to comply with the laws identified in in the Action, and deny any and all liability for the causes of action alleged.

- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Cuevas gave timely written notice to Defendants and the LWDA by sending the Cuevas PAGA Notice. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Zepeda gave timely written notice to Defendants and the LWDA by sending the Zepeda PAGA Notice.
- 2.6. On March 21, 2025, the Parties participated in an all-day mediation presided over by Mediator Christopher M. Barnes, which led to this Agreement to settle the Action.
- 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, documents and data necessary for evaluating the case. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).
- 2.8. The Court has not granted class certification.
- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware

of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Five Hundred Forty-Two Thousand and Zero Cents (\$542,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500 to each named plaintiff (i.e., Plaintiff Sandi Ortiz Cuevas, Plaintiff Jose Luis Ramirez, and Plaintiff Maria Yanez Zepeda), respectively (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are respectively entitled to receive as Participating Class Members and Aggrieved Employees), totaling \$22,500. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs each assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
  - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$180,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$45,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts.

Plaintiffs and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$6,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3. To Each Participating Class Member: An Individual Class Payment is to be paid to Participating Class Members as Individual Class Payments.

- a. The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.
- b. If there are any valid and timely Requests for Exclusion, the Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Participating Class Members equals 100% of the Net Settlement Amount.

3.3.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms by the Settlement Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class

Payment.

- 3.3.1.1 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.3.1.2 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
- 3.3.1.3 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.3.1.4 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records as of the date of mediation, Defendants estimated there were 148 Class Members who collectively worked a total of 18,078 Workweeks, and 86 Aggrieved Employees who worked a total of 4,735 PAGA Pay Periods.
- 4.2. Class Data. Not later than 21 days after the entry of the Preliminary Approval Order, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, or in a manner as requested by the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class

Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will 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 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will mail a reminder postcard to any Participating Class Member and/or Aggrieved Employee whose settlement payment check(s) has not been negotiated within 60 days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Notice Packet was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Notice Packet was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.6. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the

Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 4.7. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure Section 384, subd. (b).
- 4.8. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## **5. RELEASES OF CLAIMS.**

- 5.1. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and the State of California with respect to the Aggrieved Employees will release claims against all Released Parties as follows:
- 5.2. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendants, or any of them, respectively, the separation of such employments, or any other act, omission or event occurring between the Parties at any time during the Class Period up through the date the Plaintiffs executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation

relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and the Portal to Portal Act, 29 U.S.C. § 251 et seq. (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; (6) all claims for attorneys' fees and costs; and (7) all claims for civil penalties under the Private Attorneys General Act, including without limitation that claims that were or could have been brought under the Operative Complaint and PAGA Notices. Plaintiffs' General 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, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

- 5.3. ADEA Waiver as to Plaintiffs Ramirez and Zepeda: Plaintiff Ramirez and Plaintiff Zepeda have each been given at least 21 days from the date of receipt

of this Agreement to consider the terms of this Agreement and consult with counsel before signing it (“Consideration Period”). In the event Plaintiff Ramirez and/or Plaintiff Zepeda respectively chooses to sign this Agreement prior to the expiration of the Consideration Period, Plaintiff Ramirez and Plaintiff Zepeda each represent that they knowingly and voluntarily are waiving the remainder of the Consideration Period. Plaintiff Ramirez and Plaintiff Zepeda each understands that having waived some portion of the Consideration Period, Defendants may expedite the processing of benefits provided to them in exchange for signing this General Release. Plaintiff Ramirez and Plaintiff Zepeda each agrees with Defendants that changes, whether material or immaterial, do not restart the running of the Consideration Period. Plaintiff Ramirez and Plaintiff Zepeda each acknowledges that each has seven (7) days after signing this Agreement to revoke his or her agreement to it by sending a written revocation notice to Defendants and their counsel. Notwithstanding any other provision of this Agreement, if Plaintiff Ramirez or Plaintiff Zepeda revokes this Agreement pursuant to this section, the Agreement will not be effective or enforceable, and Plaintiff Ramirez or Plaintiff Zepeda, respectively, will not be able to receive any of the Gross Settlement Amount set forth herein.

- 5.4. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ General Release, Plaintiffs expressly waive and relinquish 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.

- 5.5. Release by Participating Class Members: The claims released against the Released Parties by Participating Class Members are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint. The Released Class Claims are those that accrued during the Class Period.
- 5.6. Release by the State of California with respect to the Aggrieved Employees: The claims released by the State of California with respect to the Aggrieved Employees are all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and PAGA Notices that accrued during the PAGA Period.

## 6. CONSOLIDATION OF THE ACTIONS.

Within five (5) days of full execution of this Agreement, the Parties will file a stipulation requesting leave to file the consolidated complaint as set forth in Paragraph 2.4 of this Agreement.

## 7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for preliminary approvals.

7.1. Defendants’ Declaration in Support of Preliminary Approval. Within five (5) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Additionally, the Declarations will provide the information required by the Case Management Order, sections G.3.b and G.3.k.ii.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of the Class/PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),

the Zepeda Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by 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 will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION.**

- 8.1. Selection of Administrator. The Parties have jointly selected APEX Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. 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.

- 8.4. Notice to Class Members. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 8.4.1. Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet, with Spanish translation. A full version of the Notice Packet, with Spanish translation, will be available on the Administrator’s website for the settlement. The website will be provided on the summary Class Notice. Before mailing Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.2. Not later than 3 business days after the Administrator’s receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet 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 Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by the USPS a second time.
- 8.4.3. The Response Deadline will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose Notice Packet is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.4. If the Administrator, Defendants or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received a Notice Packet, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement not later than 14 days after receipt of Notice Packet, or the deadline date in the Class Notice, which ever are later.
- 8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion or Request for Exclusion Form not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion or Request for Exclusion Form must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2 The Administrator may not reject a Request for Exclusion or Request for Exclusion Form as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion or Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion or Request for Exclusion Form, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion or Request for Exclusion Form is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraph 5.5 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet or objects to the Settlement.
- 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are eligible for an Individual PAGA Payment. The Parties agree that there is no statutory right for any Aggrieved Employee to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action

claims and shall have no effect whatsoever on the settlement of the PAGA claims.

8.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Notice Packet plus an additional 14 days for Class Members whose Notice Packet is re-mailed to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA 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 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

8.7.2 Participating Class Members may send written objections or the Notice of Objection Form to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator 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.

- 8.9 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Notice Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 8.10 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion and Request for Exclusion Forms to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion or Request for Exclusion Forms (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion or Request for Exclusion Forms; (c) copies of all Requests for Exclusion and Request for Exclusion Forms submitted (whether valid or invalid).
- 8.11 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion and Request for Exclusion Forms (whether valid or invalid) received, objections and Notice of Objection Forms received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and Request for Exclusion Forms and attach copies of all Requests for Exclusion, Request for Exclusion Forms, written objections, and Notice of Objection Forms received.
- 8.13 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not

limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of the Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion and Request for Exclusion Forms it received (both valid or invalid), the number of written objections and Notice of Objection Forms and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.14 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit 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 is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** The Gross Settlement Amount was calculated based on the estimate that the Class Members worked a total of 18,078 Workweeks during the Class Period. If the total number of Workweeks increases by more than 10% (i.e. more than 1,808 Workweeks), then Defendants have the option to either (1) increase the Gross Settlement Amount proportionally by the number of Workweeks worked in excess of 10% (for example, if the final number of total Workweeks increases by 11% over 18,078 Workweeks, the Gross Settlement Amount will increase by 1%); or (2) elect to end the Class Period and PAGA Period on an earlier date at the Defendants' discretion in order to limit the covered Workweeks to 10% more than the estimate provided (i.e., to the date on which the Workweeks do not exceed 19,886) in lieu of paying an increase to the Gross Settlement Amount.
10. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion and Request for Exclusion Forms identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

- 11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

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

12. **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 and a proposed amended judgment.

13. **ADDITIONAL PROVISIONS.**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Cuevas Complaint, Ramirez Complaint, or Zepeda Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant enter the Preliminary Approval Order, Final Approval, or Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the 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 will be instructed to keep this Agreement confidential; (2) 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 agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and

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

- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants 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.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. 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.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used

only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15. 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.

13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. 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 Cuevas:**

John G. Yslas  
Arrash T. Fattahi  
Arman A. Salehi  
Wilshire Law Firm  
660 S. Figueroa Street, Sky Lobby  
Los Angeles, CA 90017  
[john.yslas@wilshirelawfirm.com](mailto:john.yslas@wilshirelawfirm.com)  
[arrash.fattahi@wilshirelawfirm.com](mailto:arrash.fattahi@wilshirelawfirm.com)  
[arman.salehi@wilshirelawfirm.com](mailto:arman.salehi@wilshirelawfirm.com)  
213.784.3830

**To Ramirez:**

Jonathan M. Genish, Esq.  
Barbara DuVan-Clarke, Esq.  
Alexandra Rose, Esq.  
Blackstone Law, APC

8383 Wilshire Boulevard, Suite 745  
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[BDC@blackstonepc.com](mailto:BDC@blackstonepc.com)  
[arose@blackstonepc.com](mailto:arose@blackstonepc.com)  
310.622.4278

**To Zepeda:**

David Alami, Esq.  
Torus LLP  
2 Park Plaza, Suite 1260  
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[david@torusllp.com](mailto:david@torusllp.com)  
949.590.4122

**To Defendants:**

Megan Childress, Esq.  
Kalli Sarkin, Esq.  
O'Hagan Meyer LLP  
550 S. Hope Street, Suite 2400  
Los Angeles, CA 90071  
[mchildress@ohaganmeyer.com](mailto:mchildress@ohaganmeyer.com)  
[ksarkin@ohaganmeyer.com](mailto:ksarkin@ohaganmeyer.com)  
213.423.6006

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

- 13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 13.21. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
- 13.22. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 13.23. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.
- 13.24. Binding Agreement. The Parties warrant that they each understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

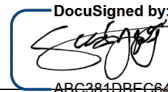
*[remainder of page is intentionally left blank;  
signature page follows]*

**SIGNATURES**

*I have read this agreement and agree to its terms.*

**PLAINTIFFS/CLASS REPRESENTATIVES**

Dated: 11/10/2025 \_\_\_\_\_

DocuSigned by:  


ABG381DBEC6445F...  
\_\_\_\_\_  
Plaintiff Sandi Ortiz Cuevas

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Jose Luis Ramirez

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Maria Yanez Zepeda

**SIGNATURES**

*I have read this agreement and agree to its terms.*

**PLAINTIFFS/CLASS REPRESENTATIVES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Sandi Ortiz Cuevas

Dated: 12-11-25

  
\_\_\_\_\_  
Plaintiff Jose Luis Ramirez

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Maria Yanez Zepeda

**SIGNATURES**

*I have read this agreement and agree to its terms.*

**PLAINTIFFS/CLASS REPRESENTATIVES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Sandi Ortiz Cuevas

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Jose Luis Ramirez

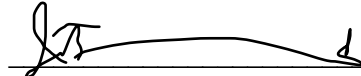
Dated: 11/11/2025  
\_\_\_\_\_

  
[Maria Yanez Zepeda \(Nov 11, 2025 16:52:50 PST\)](#)  
\_\_\_\_\_  
Plaintiff Maria Yanez Zepeda

**DEFENDANTS**

Dated: 11/12/25

TMI Automotive Products, Inc.

  
\_\_\_\_\_

By: John Tuccinardi  
Its: \_\_\_\_\_ and authorized representative

Dated: 11/12/25


TMI Products, Inc.

By: John Tuccinardi 

Its: \_\_\_\_\_ and authorized representative

Dated: 11/12/25

IPC Import Parts Connections Inc.

By: John Tuccinardi 

Its: \_\_\_\_\_ and authorized representative

**AGREED AS TO FORM**

Dated: 11/12/2025  
\_\_\_\_\_

Wilshire Law Firm, PLC



\_\_\_\_\_  
John G. Yslas  
Counsel for Plaintiff Sandi Ortiz Cuevas

Dated: \_\_\_\_\_

Torus LLP

\_\_\_\_\_  
David Alami  
Counsel for Plaintiff Maria Yanez Zepeda

Dated: \_\_\_\_\_

Blackstone Law, APC

\_\_\_\_\_  
Alexandra Rose  
Counsel for Plaintiff Jose Luis Ramirez

Dated: \_\_\_\_\_

O'Hagan Meyer LLP

\_\_\_\_\_  
Megan Childress  
Counsel for Defendants

**AGREED AS TO FORM**

Dated: \_\_\_\_\_

Wilshire Law Firm, PLC

\_\_\_\_\_  
John G. Yslas  
Counsel for Plaintiff Sandi Ortiz Cuevas

Dated: \_\_\_\_\_

Torus LLP

  
\_\_\_\_\_  
David Alami  
Counsel for Plaintiff Maria Yanez Zepeda


Dated: \_\_\_\_\_

Blackstone Law, APC

\_\_\_\_\_  
Alexandra Rose  
Counsel for Plaintiff Jose Luis Ramirez

Dated: November 19, 2025

O'Hagan Meyer LLP

  
\_\_\_\_\_  
Megan Childress  
Counsel for Defendants

**AGREED AS TO FORM**

Dated: \_\_\_\_\_

Wilshire Law Firm, PLC

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John G. Yslas  
Counsel for Plaintiff Sandi Ortiz Cuevas

Dated: \_\_\_\_\_

Torus LLP

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David Alami  
Counsel for Plaintiff Maria Yanez Zepeda

Dated: December 11, 2025

Blackstone Law, APC



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Alexandra Rose  
Counsel for Plaintiff Jose Luis Ramirez

Dated: \_\_\_\_\_

O'Hagan Meyer LLP

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Megan Childress  
Counsel for Defendants