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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

JIMMY VU, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

MCNALLY ENTERPRISES, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2025-01487936-CU-OE-CXC

*Assigned for All Purposes to: Hon. David A.
Hoffer, Department CX103*

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

Complaint Filed: June 5, 2025
FAC Filed: August 11, 2025
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Jimmy Vu, individually and on behalf of the Class and on behalf of the State of California with respect to aggrieved employees, and Defendant McNally Enterprises, Inc.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action, entitled *Vu v. McNally Enterprises, Inc. et al.* Orange County Superior Case No. 30-2025-01487936.

3. “Class Counsel” means Protection Law Group, LLP.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed One-Third (1/3%) of the Gross Settlement Amount, i.e. One Hundred and Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) the number of Workweeks worked by each Class Member during the Class Period; (6) the number of Pay Periods worked by each PAGA Member during the PAGA Period; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

1 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
2 employees of Defendant who were employed by Defendant in the State of California at any time
3 during the Class Period.

4 7. “Class Period” means the period from June 5, 2021, through November 4, 2025.

5 8. “Class Representative” means Plaintiff Jimmy Vu in his capacity as representative
6 of the Participating Class Members.

7 9. “Class Representative Enhancement Payment” means the amount that the Court
8 authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition
9 of the efforts and risks they have taken in assisting with the prosecution of the Action and in
10 exchange for the General Release of his claims as provided herein.

11 10. “Court” means the Superior Court of the State of California for the County of
12 Orange.

13 11. “Defendant” means McNally Enterprises, Inc.

14 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all
15 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
16 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any
17 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal (including
18 any requests for rehearing and/or petitions for certiorari), in a way that does not alter the material
19 terms of the settlement and results in final judicial approval of the Settlement.

20 13. “Final Approval” means the Court entering an order granting final approval of the
21 Settlement Agreement.

22 14. “Gross Settlement Amount” means the sum of Three Hundred and Fifty Thousand
23 Dollars (\$350,000.00). The Gross Settlement Amount is non-reversionary and includes all: (1)
24 payments to the Class; (2) Class Counsel’s fees; (3) Class Counsel’s costs; (4) Settlement
25 Administration Costs; (5) Incentive Payment to Plaintiff; (6) Payment of PAGA penalties to be
26 paid to the LWDA and PAGA Members; and (7) the employee’s share of any applicable payroll
27 taxes. The Gross Settlement Amount is exclusive of employer share of any applicable payroll
28 taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in

1 addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no
2 portion of the Gross Settlement Amount will return to Defendant.

3 15. "Individual Settlement Payment" means the amount payable from the Net
4 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
5 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
6 Payments shall be paid by a Settlement Check made payable to Participating Class Members
7 and/or PAGA Members.

8 16. "Net Settlement Amount" means the funds available for payments to the Class,
9 which shall be amount remaining after the following amounts are deducted from the Gross
10 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
11 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
12 PAGA Payment to the LWDA and PAGA Members.

13 17. "Notice" means the Notice of Proposed Class and Representative Action Settlement
14 in a form substantially similar to the form attached hereto as **Exhibit A**, that will be mailed to
15 Class Members' last known addresses and which will provide Class Members with information
16 regarding the Actions and information regarding the settlement of the Action.

17 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
18 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19 19. "PAGA Pay Period" means any Pay Period during which a PAGA Member
20 worked for Defendant for at least one day during the PAGA Period.

21 20. "PAGA Payment" means the amount that the Parties have agreed to allocate in
22 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
23 2698, *et seq.*) ("PAGA"). The Parties have agreed that Twenty-Six Thousand Two Hundred and
24 Fifty Dollars (\$26,250.00) of the Gross Settlement Amount will be allocated to the resolution of
25 Plaintiff's PAGA Claims. Sixty-Five Percent (65%) of this amount (\$17,062.50) will be paid to
26 the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698
27 *et seq.* Thirty-Five Percent (35%) of this amount (\$9,187.50), will be distributed to PAGA
28 Members on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA

1 member during the PAGA Period. PAGA Members will receive payment from the employee
2 portion of the PAGA Payment regardless of their decision to participate in the class action if the
3 PAGA Payment is approved by the Court.

4 21. “PAGA Period” means the period from June 5, 2024, through November 4, 2025.

5 22. “PAGA Members” means all current and former hourly-paid non-exempt
6 employees of Defendant who were employed by Defendant in the state of California at any time
7 during the PAGA Period.

8 23. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
9 Plaintiff or Defendant, individually.

10 24. “Participating Class Members” means all Class Members who do not submit valid
11 and timely Requests for Exclusion.

12 25. “Plaintiff” means Jimmy Vu.

13 26. “Preliminary Approval” means the Court order granting preliminary approval of
14 the Settlement Agreement.

15 27. “Objection” means a Participating Class Member’s valid and timely written
16 objection to the Settlement Agreement, which must include: (a) the objector’s full name, address,
17 telephone number, last four digits of the employee’s social security number or employee ID number
18 and (b) the name of the case and case number; and (c) a written statement of all grounds for the
19 objection accompanied by legal support, if any, for such objection.

20 28. “Released Class Claims” means claims, rights, demands, liabilities and causes of
21 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in
22 the operative complaint, including factual claims regarding Defendant’s alleged: (i) failure to pay
23 all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or
24 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;
25 (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time
26 of termination or resignation; (vi) failure to pay wages timely during employment; (vii) failure to
27 reimburse necessary business-related expenses; and (viii) unfair business practices related to the
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1 alleged Labor Code violations, the Industrial Welfare Commission Wage Orders, including inter
2 alia, Wage Order 4-2001, interest and costs in connection therewith.

3 29. “Released PAGA Claims” means all claims for civil penalties under the California
4 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
5 alleged in the June 5, 2025 PAGA Letter to the LWDA (LWDA-CM-1103286-25), including, but
6 not limited to, penalties that could have been awarded pursuant to Labor Code sections 201, 202
7 203, 204, 210, 226, 226(a), 226.3, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198,
8 1199 2800, 2802, 2699, and the Industrial Welfare Commission Wage Orders, including inter alia,
9 Wage Order 4-2001.

10 30. “Released Parties” means Defendant and its past, present and/or future, direct
11 and/or indirect, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
12 assigns, joint venturers and their officers, directors, members, managers, agents, representatives,
13 attorneys, insurers, partners, investors, shareholders, and administrators.

14 31. “Request for Exclusion” means a valid and timely written statement submitted by
15 a Class Member requesting to be excluded from the Action. To be effective, the Request for
16 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four
17 digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a
18 clear statement requesting to be excluded from the settlement of the class claims. To be effective,
19 the Request for Exclusion must be post-marked by the Response Deadline and received by the
20 Settlement Administrator. A Request for Exclusion Form with postage pre-paid is attached hereto
21 as **Exhibit B** and shall be provided to the Class Members and referenced in the Class Notice. The
22 Request for Exclusion shall not be effective as to the release of claims arising under the Private
23 Attorneys General Act.

24 32. “Response Deadline” means the date sixty (60) days after the Settlement
25 Administrator mails Notice to Class Members and the last date on which Class Members may
26 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the
27 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
28 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for

1 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days
2 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th
3 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
4 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
5 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
6 however, will the Settlement Administrator have the authority to unilaterally extend the Response
7 Deadline.

8 33. “Settlement” means the disposition of the Actions pursuant to this Agreement.

9 34. “Settlement Administrator” means Apex Class Action LLC. The Parties each
10 represent that they do not have any financial interest in the Settlement Administrator or otherwise
11 have a relationship with the Settlement Administrator that could create a conflict of interest.

12 35. “Settlement Administration Costs” mean the costs payable from the Gross
13 Settlement Amount to the Settlement Administrator for administering this Settlement, as set forth
14 below. Settlement Administration Costs shall not exceed Seven Thousand and Ninety Dollars
15 (\$7,090.00).

16 36. “Workweek” shall mean any calendar week in which a Class Member worked at
17 least 1 day.

18 **TERMS OF AGREEMENT**

19 37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
20 all applicable employer-side payroll taxes following Final Approval by the Court and the
21 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
22 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment,
23 Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as
24 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement
25 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant
26 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement
27 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

1 38. Potential Increase to the Gross Settlement Amount or Revision of Class/PAGA
2 Period: Defendant has represented there are approximately 7,026 Workweeks between June 5,
3 2021, and September 5, 2025. Should the number of Workweeks in the Class Period increase by
4 more than ten percent (10%) (i.e. by more than 702 Workweeks) Defendant shall have the option
5 to either (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage
6 increase in the number of Workweeks worked by the Class Members above 10%. For example, if
7 the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%;
8 or (2) cut off the end of the Class and PAGA Period on the date the workweeks meet this 10%
9 threshold. In the event this provision is triggered, the Parties shall advise the Court of the revised
10 settlement terms and obtain an order granting approval of the revised terms prior to sending Notice
11 to the proposed settlement class.

12 39. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the
13 Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all
14 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established
15 by the Settlement Administrator. Defendant shall provide all information necessary for the
16 Settlement Administrator to calculate necessary payroll taxes, including its official name, 8-digit
17 state unemployment insurance tax ID number, and other information requested by the Settlement
18 Administrator, no later than fourteen (14) calendar days of the Effective Date.

19 40. Distribution of the Gross Settlement Amount: Within seven (7) calendar days of
20 the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual
21 Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency;
22 (c) the Class Representative Enhancement Payment; (d) Class Counsel’s Fees and Costs and (e)
23 Settlement Administration Costs.

24 41. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or
25 motion by Class Counsel for attorneys’ fees of not more than One Hundred and Sixteen Thousand
26 Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) plus the reimbursement
27 of costs and expenses associated with the litigation and settlement of the Action, in an amount not
28 to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be paid from the Gross

1 Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class
2 Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class
3 Members as provided in this Agreement.

4 42. Class Representative Enhancement Payment: Defendant agrees not to oppose or
5 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
6 of Seven Thousand Five Hundred Dollars (\$7,500). The Class Representative Enhancement
7 Payment is in exchange for Plaintiff's time, effort, and risk in bringing and prosecuting the Action.
8 Any portion of the requested Class Representative Enhancement Payment that is not awarded to
9 Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class
10 Members as provided in this Agreement.

11 43. Settlement Administration Costs: The Settlement Administrator will be paid for the
12 reasonable costs of administration of the Settlement and distribution of payments from the Gross
13 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall
14 not exceed Seven Thousand and Ninety Dollars (\$7,090.00)

15 44. PAGA Payment: Twenty-Six Thousand Two Hundred and Fifty Dollars
16 (\$26,250.00) shall be allocated from the Gross Settlement Amount for settlement of claims for
17 civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%)
18 of the PAGA Payment, or Seventeen Thousand and Sixty-Two Dollars and Fifty Cents
19 (\$17,062.50), to the California Labor and Workforce Development Agency ("LWDA"). Thirty-
20 five percent of this amount, Nine Thousand One Hundred and Eighty-Seven Dollars and Fifty
21 Cents (\$9,187.50), will be distributed to PAGA Members on a *pro rata* basis based on the total
22 number of pay periods worked by each PAGA Member during the PAGA Period. PAGA Members
23 shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class
24 settlement.

25 45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
26 will be used to satisfy the class portion of Participating Class Members Individual Settlement
27 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
28 is as follows:

1	Gross Settlement Amount	\$	350,000.00
2	Enhancement Payment:	\$	7,500.00
3	Class Counsel’s Fees:	\$	116,666.67
4	Class Counsel’s Costs:	\$	25,000.00
5	PAGA Payment	\$	26,250.00
6	Settlement Administration Costs:	\$	7,090.00
7	Estimated Net Settlement Amount	\$	167,493.33

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 9 46. Individual Settlement Payment Calculations: Individual Settlement Payments will
 10 be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for
 11 PAGA Members and shall be paid pursuant to the formula set forth herein:

12 a) Calculation of Class Portion of Individual Settlement Payments: The
 13 Settlement Administrator will calculate the total Workweeks for all Participating Class Members
 14 by adding the number of Workweeks worked by each Participating Class Member during the Class
 15 Period. The amount that each Participating Class Member will be eligible to receive under the
 16 Settlement will be calculated by dividing the Net Settlement Amount by the total number of
 17 Workweeks worked by all Participating Class Members during the Class Period and multiplying
 18 the result by each Participating Class Member’s Workweeks.

19 b) Calculation of PAGA Portion of Individual Settlement Payments:
 20 The Settlement Administrator will calculate the total pay periods for all PAGA Members by adding
 21 the number of pay periods worked by each PAGA Member during the PAGA Period. The amount
 22 that each PAGA Member will be eligible to receive under the Settlement will be calculated by
 23 dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties by the total
 24 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and
 25 (b) multiplying the result by each individual Aggrieved Employee’s PAGA Pay Periods. PAGA
 26 Members shall receive this portion of their Individual Settlement Payment regardless of whether
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1 they opt out of the participation regarding the class claims. PAGA Members assume full
2 responsibility and liability for any taxes owed on their Individual PAGA Payment.

3 c) Allocation of Individual Settlement Payments: The Class Portion of
4 each Individual Settlement Payment will be allocated as follows: one-third (33.33%) of each
5 Individual Settlement Payment will be allocated as wages, one third (33.33%) shall be allocated as
6 interest, and one-third (33.33%) shall be allocated as penalties. The PAGA Portion of each
7 Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual
8 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS
9 Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
10 Settlement Administrator.

11 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
12 Participating Class Members under this Settlement, as well as any other payments made pursuant
13 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
14 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
15 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
16 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
17 affect any rights, contributions, or amounts to which any Class Members may be entitled under
18 any benefit plans.

19 48. Settlement Administration Process: The Parties agree to cooperate in the
20 administration of the Settlement and to make all reasonable efforts to control and minimize the
21 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
22 provide the following services:

- 23 a) Establish and maintain a Qualified Settlement Fund.
24 b) Calculate the Individual Settlement Payment each Participating Class
25 Member is eligible to receive and the portion of the PAGA Payment each
26 PAGA Member shall receive.
27 c) Print and mail the Notice.
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- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, Objections, Workweek disputes, and field inquiries from Class Members,
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Post settlement documents and a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish
- k) Perform other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties.

49. Delivery of the Class List: Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant refuses to provide the Class List to the Settlement Administrator, Plaintiff shall have the right to void the Agreement.

50. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto

1 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
2 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
3 the correct address using a skip-trace, or other search using the name, address and/or Social
4 Security number of the Class Member involved, and will then perform a single re-mailing. If any
5 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
6 current employee, then Defendant shall make all reasonable efforts to obtain the current address
7 from the Class Member and provide the same within seven (7) calendar days of notice from the
8 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-
9 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or
10 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek
11 dispute.

12 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
13 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
14 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
15 for Defendat during the Class Period; (e) each Class Member's estimated Individual Settlement
16 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
17 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)
18 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to
19 the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the
20 date for the final approval hearing.

21 53. Disputed Information on Notice: Class Members will have an opportunity to
22 dispute the information provided in their Notice. To the extent Class Members dispute the number
23 of Workweeks with which they have been credited or the amount of their Individual Settlement
24 Payment, Class Members may produce evidence to the Settlement Administrator showing that
25 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
26 records will be presumed determinative. However, if a Class Member produces evidence to the
27 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
28 Member regarding the number of eligible Workweeks that should be applied and/or the Individual

1 Settlement Payment to which the Class Member may be entitled. If the Parties and the Class
2 Member do not agree, the dispute will be submitted to the Court.

3 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as
4 to the requirements listed herein, that Class Member will be given an opportunity to cure the
5 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
6 business days of receiving the defective submission to advise the Class Member that his or her
7 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
8 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
9 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
10 Exclusion. If a Class Member responds to a cure letter by filing a defective Request for Exclusion,
11 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
12 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
13 untimely.

14 55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
15 Class Settlement must sign and postmark a written Request for Exclusion to the Settlement
16 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
17 Member's name, address, telephone number, and the last four digits of the Class Member's Social
18 Security number and/or the Employee ID number and (b) a clear statement requesting to be
19 excluded from the settlement of the class claims. A pre-paid request for Exclusion Form will be
20 provided to the Class Members and referenced in the Class Notice. The date of the postmark on
21 the return mailing envelope receipt confirmation will be the exclusive means to determine whether
22 a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted
23 to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel
24 the Requests for Exclusion that were timely submitted. All Class Members who do not request
25 exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the
26 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
27 as to the release of claims arising under the Private Attorneys General Act.

28 56. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members

1 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
2 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
3 thereby null and void. Defendant must notify Class Counsel and the Court of its election to
4 withdraw not later than fourteen (14) calendar days after the Settlement Administrator sends the
5 final Exclusion List to Defense Counsel. If Defendant exercises its right to rescind the Agreement,
6 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of
7 rescission.

8 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
9 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
10 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
11 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
12 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
13 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the
14 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General
15 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the
16 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the
17 Court.

18 58. Objection Procedures: To object to the Settlement, a Participating Class Member
19 must postmark a valid Objection to the Settlement Administrator on or before the Response
20 Deadline. The Objection must be signed by the Participating Class Member and contain all
21 information required by this Settlement Agreement, including the employees full name, address,
22 telephone number, the last four digits of their social security number and/or Employee ID number,
23 the name of the case and case number, and the specific reason including any legal grounds for the
24 Participating Class Members objection. The postmark date will be deemed the exclusive means
25 for determining that the Notice of Objection is timely. Participating Class Members who fail to
26 object in the manner specified above will be foreclosed from making a written objection, but shall
27 still have a right to appear at the Final Approval Hearing in order to have their objections heard by
28 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage

1 Participating Class Members to submit written objections to the Settlement or appeal from the
2 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
3 objections to this Settlement.

4 59. Certification Reports Regarding Individual Settlement Payment Calculations: The
5 Settlement Administrator will provide Defendant’s Counsel and Class Counsel a weekly report
6 which certifies: (a) the number of Class Members who have submitted valid Requests for
7 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
8 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
9 Administrator will provide to counsel for both Parties any updated reports regarding the
10 administration of the Settlement Agreement as needed or requested.

11 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
12 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
13 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
14 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to
15 Court approval, shall be distributed to the Controller of the State of California to be held pursuant
16 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
17 Participating Class Members and PAGA Members who did not cash their checks until such time
18 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”
19 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
20 out to Participating Class Members and the entire 35% portion of the PAGA Payment will be paid
21 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment
22 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The
23 Individual Settlement Payments provided to Participating Class Members and to PAGA Members
24 shall prominently state the expiration date or a statement that the Settlement Check will expire in
25 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
26 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
27 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
28 agree no unclaimed funds will result from the settlement.

1 61. Administration of Taxes by the Settlement Administrator: The Settlement
2 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
3 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
4 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
5 for forwarding all payroll taxes and penalties to the appropriate government authorities.

6 62. Tax Liability: Defendant makes no representation as to the tax treatment or legal
7 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
8 relying on any statement, representation, or calculation by Defendant or by the Settlement
9 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
10 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
11 described herein. Defendant’s share of any employer payroll taxes shall be paid separate and apart
12 from the Gross Settlement Amount.

13 63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
14 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
15 an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
16 communication or disclosure between or among the Parties or their attorneys and other advisers,
17 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
18 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
19 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
20 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
21 connection with this Agreement, (b) has not entered into this Agreement based upon the
22 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
23 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party
24 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
25 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
26 attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon
27 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
28 including any transaction contemplated by this Agreement.

1 64. No Prior Assignments: The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
3 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
4 action, cause of action or right herein released and discharged.

5 65. Release by Participating Class Members: Upon the complete funding of the Gross
6 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
7 Class Members shall fully release and discharge the Released Parties from the Released Class
8 Claims that arose during the Class Period. This release shall be binding on all Participating Class
9 Members.

10 66. Release by the State of California and LWDA: Upon the complete funding of the
11 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the LWDA
12 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge
13 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The
14 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise
15 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf
16 of the LWDA based on the same factual predicate as the Released PAGA Claims and covering the
17 same time period.

18 67. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
19 Settlement Amount, Plaintiff individually and on behalf of his spouses, representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns generally, fully, finally, and forever
21 releases and discharges the Released Parties from any and all Released Class Claims and Released
22 PAGA Claims and also generally from any and all claims, debts, demands, obligations, causes of
23 action, rights, liabilities, guarantees, costs, expenses, attorneys' fees, damages, or causes of action
24 of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
25 unasserted, which have been or could have been asserted against the Released Parties that occurred
26 during the Class Period, including but not limited to claims for wages, restitution, penalties,
27 retaliation, defamation, discrimination, harassment or wrongful termination of employment. This
28 release specifically includes any and all claims, demands, obligations and/or causes of action for

1 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
2 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
3 whether or not known or suspected to exist, and whether or not specifically or particularly
4 described herein. It is agreed that this is a general release and is to be broadly construed as a release
5 of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
6 include a release of any claims that cannot be released hereunder by law. Any and all rights granted
7 under any state or federal law or regulation limiting the effect of this Settlement Agreement,
8 including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
9 EXPRESSLY WAIVED. Specifically, Plaintiff waives all rights and benefits afforded by
10 California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
15 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
16 DEBTOR OR RELEASED PARTY.

17 This release specifically excludes claims for unemployment insurance, disability, social
18 security, and workers compensation (with the exception of claims arising pursuant to California
19 Labor Code Sections 132(a) and 4553).

20 68. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
21 reporting policy regarding any future employment references related to Plaintiff. In the event that
22 any potential or future employers of Plaintiff request a reference regarding Defendant's
23 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
24 employment and job title. Defendant shall not refer to the Action or this Settlement.

25 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not
26 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
27 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
28 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any

1 documents generated to bring it into effect, will be null and void, all amounts deposited into the
 2 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
 3 positions. The Court’s decision to award less than the amounts requested for the Class
 4 Representative Enhancement Payment, Class Counsel’s Fees and Costs, and/or Administration
 5 Costs payment shall not constitute a material modification to the Agreement within the meaning
 6 of this paragraph. Any order or judgment entered by the Court in furtherance of this Settlement
 7 Agreement will likewise be treated as void from the beginning.

8 70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
 9 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
 10 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
 11 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
 12 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
 13 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
 14 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
 15 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it
 16 will not oppose Plaintiff’s motion for Preliminary Approval. Should the Court fail to approve this
 17 settlement for any reason, the Parties agree that they will work together cooperatively in an effort
 18 to reach a settlement that may be approved by the Court.

19 71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
 20 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
 21 the Court’s permission, a Final Approval/Settlement Fairness Hearing will be conducted to
 22 determine the Final Approval of the Settlement Agreement along with the amounts properly
 23 payable for: (a) Individual Settlement Payments; (b) the Attorneys’ Fees and Costs; (c) the Class
 24 Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class
 25 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any
 26 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
 27 Actions, or the entry of any Order by another Court with regard to any of the Actions which has
 28 the effect of modifying material terms of this Agreement or preventing the full and complete

1 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this
2 Agreement and all obligations under this Agreement being null and void. If the Court does not
3 grant Final Approval or conditions Final Approval on any material change to the Settlement
4 (including, but not limited to, the scope of release to be granted by Class Members), the Parties
5 will expeditiously work together in good faith to address the Court's concerns by revising the
6 Agreement as necessary to obtain Final Approval. Defendant agrees it shall not oppose the granting
7 of the Motion for Final Approval, provided Defendant has not exercised its right to rescind
8 pursuant to the terms of this Agreement.

9 72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
10 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
11 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
12 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
13 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
14 may be appropriate under court rules or as set forth in this Settlement.

15 73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
16 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
17 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

18 74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
19 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
20 agreements may be deemed binding on the Parties.

21 75. Amendment or Modification: This Settlement Agreement may be amended or
22 modified only by a written instrument signed by counsel for all Parties or their successors-in-
23 interest and approved by the Court.

24 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
25 and represent they are expressly authorized by the Parties whom they represent to negotiate this
26 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
27 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
28 documents required to effectuate the terms of this Settlement Agreement. The Parties and their

1 counsel will cooperate with each other and use their best efforts to affect the implementation of
2 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
3 needed to implement the Settlement, or on any supplemental provisions that may become
4 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
5 to resolve such disagreement.

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

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

11 79. Execution and Counterparts: This Settlement Agreement is subject only to the
12 execution of all Parties. However, the Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
14 of the signature page, will be deemed to be one and the same instrument, provided that counsel for
15 the Parties will exchange among themselves original signed counterparts.

16 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
17 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
18 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
19 litigation, taking into account all relevant factors, present and potential. The Parties further
20 acknowledge that they are each represented by competent counsel and that they have had an
21 opportunity to consult with their counsel regarding the fairness and reasonableness of this
22 Settlement.

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

27 82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
28 class certification for purposes of this Settlement only; except, however, that either party may

1 appeal any court order that materially alters the Settlement Agreement's terms.

2 83. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment: If the
3 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
4 modification of this Agreement (including, but not limited to, the scope of release to be granted by
5 Class Members), this Agreement shall be null and void. The Parties shall nevertheless
6 expeditiously work together in good faith to address the appellate court's concerns and to obtain
7 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
8 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
9 Court's award of the Enhancement Payment or any payments to Class Counsel shall not constitute
10 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
11 Settlement Amount remains unchanged.

12 84. Class Action Certification for Settlement Purposes Only: The Parties agree to
13 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
14 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
15 that certification for purposes of the Settlement is not an admission that class action certification
16 is proper under the standards applied to contested certification motions and that this Agreement
17 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
18 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according
19 to the Settlement's terms.

20 85. Non-Admission of Liability, Class Certification or Representative Manageability
21 for Other Purposes: The Parties enter into this Agreement to resolve the dispute that has arisen
22 between them and to avoid the burden, expense and risk of continued litigation. In entering into
23 this Agreement, Defendant does not admit, and specifically denies, it has violated any federal,
24 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
25 any other applicable laws, regulations or legal requirements; breached any contract; violated or
26 breached any duty; engaged in any misrepresentation or deception; or engaged in any other
27 unlawful conduct with respect to their employees. The Parties agree that class certification and
28 representative treatment is for purposes of this Settlement only. Neither this Agreement, nor any

1 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
2 admission or concession by Defendant of any such violations or failures to comply with any
3 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
4 Agreement and its terms and provisions shall not be offered or received as evidence in any action
5 or proceeding to establish any liability or admission on the part of Defendant or to establish the
6 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
7 local or other applicable law.

8 86. Captions: The captions and section numbers in this Agreement are inserted for the
9 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
10 provisions of this Agreement.

11 87. Waiver: No waiver of any condition or covenant contained in this Settlement
12 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
13 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
14 right or remedy.

15 88. Enforcement Action: In the event that one or more of the Parties institutes any legal
16 action or other proceeding against any other Party or Parties to enforce the provisions of this
17 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
18 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
19 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

25 90. Representation By Counsel: The Parties acknowledge that they have been
26 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
27 and that this Agreement has been executed with the consent and advice of counsel and reviewed
28 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the

1 Agreement.

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

4 92. Attorneys' Fees and Costs: Except as otherwise specifically provided for herein,
5 each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred
6 by them or arising out of the Action and shall not seek reimbursement thereof from any other party
7 in this Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing
8 party shall be entitled to recover their reasonable attorneys' fees and costs.


9 93. Cooperation and Execution of Necessary Documents: The Parties agree to
10 cooperate to promote participation in the Settlement, and in seeking court approval of the
11 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
12 Members to opt out of and/or object to and/or to otherwise not participate in the Settlement and to
13 work together in good faith to reach an agreement approved by the Court. Defendant agrees that it
14 will not oppose Plaintiff's motion for preliminary approval or motion for final approval. If the
15 Court does not grant Final Approval or conditions Final Approval on any material change to the
16 Settlement (including, but not limited to, the scope of release to be granted by Class Members),
17 the Parties will expeditiously work together in good faith to address the Court's concerns by
18 revising the Agreement as necessary to obtain Final Approval.

19 94. Confidentiality: The Parties and their counsel agree to keep the terms of the
20 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
21 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate
22 any contact with the press, respond to any press inquiry or have any communication with the press
23 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
24 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
25 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
26 Settlement Agreement or limit Class Counsel's communications with the Class Members in
27 furtherance of approval of this Settlement.

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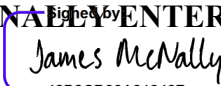
Dated: 12/4/2025

PLAINTIFF

Signed by:
By: 
CAGAF1DD22B97A3...
Jimmy Vu

Dated: December 1, 2025

DEFENDANT

Signed by:
By: 
43B2CD99A818497...
James McNally


Name: James McNally

Title: Accounts and Operations Director

APPROVED AS TO FORM

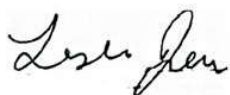
Dated: December 4, 2025

PROTECTION LAW GROUP, LLP.

By: 
Ryan Chuman, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated: November 19, 2025

**GORDON REES SCULLY MANSUKHANI,
LLP**

By: 
Leslie Joyner
Attorneys for Defendant