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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

TILISCIA MCPETERS, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act
("PAGA");

Plaintiff,

vs.

FIDELITY ROOF COMPANY, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV129051

Assigned for All Purposes to:
Hon. Somnath Raj Chatterjee, Dept. 21

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: June 30, 2025
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Tiliscia McPeters (“Plaintiff”) and Defendant Fidelity Roof Company (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *TILISCIA MCPETERS, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) vs. FIDELITY ROOF COMPANY, a California corporation; and DOES 1 through 10, inclusive*, Case No. 25CV129051, initiated on June 30, 2025, and pending in Superior Court of the State of California, County of Alameda.
- 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the court-approved 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 Employee” means all persons who worked for Defendant in California as hourly, non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” or “Class Members” means all persons who worked for Defendant in California as hourly, non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 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 Defendant’s possession

including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means 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 and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means period of June 30, 2021 through the earliest of the following dates: the date on which the Court preliminary approves the settlement, December 31, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.13. "Class Representative" means the named Plaintiff Tiliscia McPeters in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Alameda.

1.16. "Defendant" means Fidelity Roof Company.

1.17. "Defense Counsel" means GORDON REES SCULLY MANSUKHANI, LLP.

1.18. "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 (c) if a timely appeal from the Judgment is filed, the day after the final resolution (or withdrawal) or any such appeal (including any request for rehearing and/or petitions for certiorari), in a way that does not alter the material terms of the settlement and results in final judicial approval of the Settlement.

1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

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

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

1.22. “Gross Settlement Amount” means **Three Hundred-Fifty Thousand Dollars and Zero Cents (\$350,000.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment and the Administrator’s Expenses.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

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

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments, under Labor Code § 2699(a).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under

Labor Code § 2699(m).

- 1.28. “Net Settlement Amount” 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 Payment, 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.
- 1.29. “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.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from June 30, 2024 through the earliest of the following dates: the date on which the Court preliminary approves the settlement, or December 31, 2025, whichever is earliest.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s June 30, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$30,000.00, allocated 35% to the Aggrieved Employees (\$10,500.00) and the 65% to LWDA (\$19,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Tiliscia McPeters, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means: Defendant Fidelity Roof Company, and Defendant’s respective agents, officers, employees, directors, owners, subsidiaries, DBA’s, affiliates and parent companies.

1.41. “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.

1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. 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 to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1. On June 30, 2025, Plaintiff commenced this Action by filing a Complaint in Alameda County Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

2.2. On September 4, 2025, Plaintiff filed a First Amended Complaint adding a cause of action

for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on June 30, 2025.

2.4. On October 15, 2025, the Parties participated in an all-day mediation presided over by Abe Melamed, Esq. A settlement in principle was reached the same day.

2.5. Prior to and following the mediation, Plaintiff obtained, through informal discovery, documents, data, and information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and time records for the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.6. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of **\$350,000.00** and not more as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of each Individual Class Payment. Defendant has 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 Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA

1 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
2 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
3 this amount. Plaintiff and/or Class Counsel will seek Court approval for any Class Representative
4 Service Payment in the Final Approval Motion no later than sixteen (16) court days before the Final
5 Approval Hearing. If the Court approves a Class Representative Service Payment less than the
6 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
7 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
8 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
9 Representative Service Payment and agrees to indemnify Defendant and hold it harmless for any
10 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
11 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
12 Payment.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
14 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$17,500.00.
15 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the
16 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval
17 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
18 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
19 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
20 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or
21 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
22 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.
23 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
24 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant
25 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest
26 or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on
27 these Payments or from any dispute or controversy regarding any division or sharing of any of these
28 Payments.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,750.00 except
2 upon a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file
3 a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days
4 before the Final Approval hearing. To the extent the Administration Expenses are less than, or the
5 Court approves payment less than this amount, the Administrator will retain the remainder in the Net
6 Settlement Amount to be distributed to Participating Class Members. Apex Class Action
7 Administration has been selected as the Administrator, based upon its “not to exceed” bid of
8 \$5,750.00. Plaintiff, Plaintiff’s Counsel, Defendant, and Defendant’s Counsel shall not bear any
9 responsibility for errors or omissions in the calculation or distribution of the settlement payments.

10 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
11 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
12 Class Members during the Class Period and (b) multiplying the result by each Participating Class
13 Member’s Workweeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating
15 Class Member’s Individual Class Payment will be allocated to settlement of
16 wage claims (the “Wage Portion”). The Wage Portion of each Individual
17 Class Payment is subject to tax withholding and will be reported on an IRS
18 W-2 Form. The remaining 90% of each Participating Class Member’s
19 Individual Class Payment will be allocated to settlement of claims for
20 interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of
21 each Individual Class Payment is not subject to wage withholdings and will
22 be reported on IRS 1099 Forms. Participating Class Members assume full
23 responsibility and liability for any taxes owed on their Individual Class
24 Payments and agree to indemnify Defendant and hold it harmless for any
25 responsibility, liability, claim, complaint, damages, penalties, interest or any
26 other actual or potential damages arising from Participating Class Members’
27 obligations to pay taxes owed on these Payments.

28 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual

1 Class Payments. Non-Participating Class Members will not receive any
2 Individual Class Payments. The Administrator will retain amounts equal to
3 their Individual Class Payments in the Net Settlement Amount for
4 distribution to Participating Class Members on a pro rata basis.

5 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to
6 be paid from the Gross Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA PAGA
7 Payment and 35% (\$10,500.00) allocated to Individual PAGA Payments on a pro rata basis, based on the
8 total number of Pay periods worked by each PAGA member during the PAGA Period.

9 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
10 dividing the amount of the Aggrieved Employees' 35% share of PAGA
11 Penalties (\$10,500.00) by the total number of PAGA Period Pay Periods
12 worked by all Aggrieved Employees during the PAGA Period and (b)
13 multiplying the result by each Aggrieved Employee's PAGA Period Pay
14 Periods. Aggrieved Employees assume full responsibility and liability for
15 any taxes owed on their Individual PAGA Payments and agree to indemnify
16 Defendant and hold it harmless for any responsibility, liability, claim,
17 complaint, damages, penalties, interest or any other actual or potential
18 damages arising from Participating Class Members' obligations to pay taxes
19 owed on these Payments.

20 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
21 Administrator will allocate the remainder to the Net Settlement Amount. The
22 Administrator will report the Individual PAGA Payments on the appropriate
23 IRS 1099 Forms.

24 **4. SETTLEMENT FUNDING AND PAYMENTS.**

25 4.1. Class Workweeks and Aggrieved Employee Pay Periods. This Settlement is made based on
26 the estimate that number of Workweeks worked by the estimated 96 class members during the Class Period
27 is estimated to be 12,500 and the number of pay periods worked by the estimated 73 Aggrieved Employees
28 is 2,421.

1 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of
2 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
3 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in
4 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict
5 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform
6 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel
7 if it discovers that the Class Data omitted class member identifying information and to provide corrected or
8 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which
9 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
10 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
11 Class Data.

12 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount
13 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
14 of the Gross Settlement Amount by transmitting the funds to the Administrator within 45 days of the
15 Effective Date.

16 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
17 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
18 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
19 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
20 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
21 Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement
22 of Individual Class Payments and Individual PAGA Payments.

23 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
24 Individual PAGA Payments and send them to the Class Members via First Class
25 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
26 when the check will be voided, which date shall be one hundred eighty (180) days
27 after the date of mailing. The Administrator will cancel all checks not cashed by the
28 void date. The Administrator will send checks for Individual Settlement Payments

1 to all Participating Class Members (including those for whom Class Notice was
2 returned undelivered). The Administrator will send checks for Individual PAGA
3 Payments to all Aggrieved Employees including Non-Participating Class Members
4 who qualify as Aggrieved Employees (including those for whom Class Notice was
5 returned undelivered). The Administrator may send Participating Class Members a
6 single check combining the Individual Class Payment and the Individual PAGA
7 Payment. Before mailing any checks, the Settlement Administrator must update the
8 recipients' mailing addresses using the National Change of Address Database.

9 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
10 Members whose checks are returned undelivered without USPS forwarding address.
11 Within seven (7) days of receiving a returned check the Administrator must re-mail
12 checks to the USPS forwarding address provided or to an address ascertained
13 through the Class Member Address Search. The Administrator need not take further
14 steps to deliver checks to Class Members whose re-mailed checks are returned as
15 undelivered. The Administrator shall promptly send a replacement check to any
16 Class Member whose original check was lost or misplaced, requested by the Class
17 Member prior to the void date.

18 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
19 Payment check is uncashed and cancelled after the void date, the Administrator shall
20 transmit the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Class Member thereby leaving no
22 "unpaid residue" subject to the requirements of California Code of Civil Procedure
23 § 384(b).

24 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
25 not obligate Defendant to confer any additional benefits or make any additional
26 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
27 specified in this Agreement. Rather, it is the Parties' intention that this Agreement
28 will not affect any rights, contributions, or amounts to which any Class Members

may be entitled under any benefit plans.

5. RELEASES OF CLAIMS.

As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall fully, finally, and forever release and discharge Released Parties from any and all of the claims, debts, liabilities, demands, obligations, transactions or occurrences, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserts or unasserted, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiff releases the Released Parties of all claims, debts, transactions or occurrences, guarantees, costs, expenses, attorneys' fees, charges, complaints, liens, demands, causes of action of any kind or nature whatsoever, obligations, damages and liabilities, known or unknown, suspected or unsuspected, asserts or unasserted, arising from their employment with the Defendant. The released claims include, without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform

1 and Control Act; (14) the California Business and Professions Code, sections 17200,
2 et seq.; (15) the California Government Code; and (16) the California Wage Orders
3 (collectively “Claim” or “Claims”) which Plaintiff now has, owns or holds, or claims
4 to have, own or hold, or which Plaintiff at any time had, owned or held, or claimed
5 to have, own or hold against any of the Released Parties up to and including, as of
6 the final approval of this Settlement Agreement. (Everything released based on the
7 above as well as everything released as part of the Released Class Claims discussed
8 below will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not
9 extend to any claims for vested benefits, unemployment benefits, disability benefits,
10 social security benefits, workers’ compensation benefits that arose at any time.
11 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
12 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
13 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
14 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

15 5.1.2. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of
16 Plaintiff’s Release, Plaintiff expressly waives and relinquish the provisions, rights,
17 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

18 **A general release does not extend to claims that the creditor or**
19 **releasing party does not know or suspect to exist in his or her favor**
20 **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.

21 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release the Released Parties from liability for all claims, rights, demands, liabilities
24 and causes of action that are alleged, or reasonably could have been alleged, based on the facts alleged in
25 the operative complaint in the Action, or could have reasonably been alleged based on the facts alleged in
26 the operative complaint in the Action during the Class Period (“Released Class Claims”) for unpaid
27 overtime, meal period premiums, rest period premiums, unpaid minimum wage, untimely payment of final
28 wages, failure to timely pay wages during employment, non-compliant wage statements, failure to keep

1 requisite payroll records, waiting time penalties, unreimbursed business expenses, and violation of Business
2 and Professions Code §§ 17200, et seq. Participating Class Members do not release any other claims,
3 including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
4 Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts
5 occurring outside the Class Period.

6 5.3. Release of PAGA Claims: Upon approval by the Court and upon funding of the Gross
7 Settlement Amount, Plaintiff, as agent and proxy of the State of California (including the LWDA), and the
8 State of California (including the LWDA and all individuals who seek to serve as agent and proxy of the
9 State of California in bringing PAGA claims) shall be deemed to release and discharge, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns, the Released Parties from any and all claims for civil penalties under the California
12 Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., against
13 the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged
14 violations of the Labor Code sections alleged in Plaintiff's June 30, 2025 letter to the LWDA and/or the
15 operative complaint, including, penalties that could have been awarded pursuant to Labor Code sections
16 201, 202, 203, 204, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1,
17 1198, 1199, 2800, 2802, and the Industrial Welfare Commission Wage Orders (collectively, the "Released
18 PAGA Claims").

19 **6. MOTION FOR PRELIMINARY APPROVAL.**

20 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary
21 Approval") that complies with the Court's current checklist for Preliminary Approval.

22 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
23 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
24 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement
25 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)
26 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
27 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for
28 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 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from Class Counsel's 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 § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator.

6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and 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 to the Administrator.

6.3. 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.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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. 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.

7.2. 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.

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

7.4. Notice to Class Members.

7.4.1. 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, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) 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 Class Notice (with Spanish translation) substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

1 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional
3 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
4 for all Class Members whose notice is re-mailed. The Administrator will inform the
5 Class Member of the extended deadline with the re-mailed Class Notice.

6 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data
8 and should have received Class Notice, the Parties will expeditiously meet and
9 confer in good faith in an effort to agree on whether to include them as Class
10 Members. If the Parties agree, such persons will be Class Members entitled to the
11 same rights as other Class Members, and the Administrator will send, via email or
12 overnight delivery, a Class Notice requiring them to exercise options under this
13 Agreement not later than fourteen (14) days after receipt of Class Notice, or the
14 deadline dates in the Class Notice, which ever are later.

15 7.5. Requests for Exclusion (Opt-Outs).

16 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
17 Settlement must send the Administrator, by fax, email, or mail, a signed written
18 Request for Exclusion not later than sixty (60) days after the Administrator mails the
19 Class Notice or as otherwise extended for re-mailed Class Notices as described
20 herein. A Request for Exclusion is a letter from a Class Member or his/her
21 representative that reasonably communicates the Class Member's election to be
22 excluded from the Settlement and includes the Class Member's name, address and
23 email address or telephone number. To be valid, a Request for Exclusion must be
24 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
25 for remailed Class Notices as described herein.

26 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
27 to contain all the information specified in the Class Notice. The Administrator shall
28 accept any 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, 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.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion 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 Paragraphs 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion 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 are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods (if any) 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 contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges

to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. 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 Payment.

7.7.2. Participating Class Members may send written objections 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 the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

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

7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved Employees have no right to object to or intervene in any of the PAGA components of the Settlement.

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, the Final Approval and the Judgment on the Administrator's website. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will

promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. 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: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is 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 Class Notice, the Class Notices returned as undelivered, the re-mailing of

Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections 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.

7.8.6. Final Report by Settlement Administrator. Within fourteen (14) 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 fourteen (14) 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.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendant estimates that the number of Workweeks during the Class Period is estimated to be 12,500. The Parties have stipulated to a 10% (i.e. by more than 1,250 Workweeks) escalation of the estimated Workweeks in the final Workweeks' count at the end of the Class Period without any increase to the Gross Settlement Amount. If the number of actual Workweeks during the Class Period exceeds this 10% cushion above the estimated workweek total of 12,500 (i.e., exceeds 13,750 workweeks), Defendant may elect to either (1) purchase the additional workweeks above the 10% cushion (i.e. the weeks above the 13,750 total) at a *pro rata* rate, or (2) cut off the release period as of the date the 10% cushion is exhausted. If Defendant elects Option (1) from the previous sentence, Defendant shall increase the Gross Settlement Amount by a *pro-rata* dollar value equal to the number of Workweeks in excess of 13,750 workweeks. For example, if there is a 1% increase over the 10% cushion, then the GSA increases by 1%. Defendant shall use its best efforts to inform Class Counsel of whether the escalator clause has triggered and if so, which option it intends to select at least three (3) days prior to the date on which a Motion for Preliminary Approval is due to be filed with the Court. Final determination regarding the provisions of this

Paragraph will be determined by the Administrator; in the event the provisions of this paragraph are triggered, Defendant must inform Class Counsel and the Administrator of its election to increase the Gross Settlement Amount or to modify the Class Period no later than five (5) days prior to the date on which Class Notice is scheduled to be mailed to Class Members pursuant to Paragraph 7.4.2.

9. RIGHT TO WITHDRAW

If 10% or more of the Settlement Class members elect not to participate in the Settlement by submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 30 calendar days following the Response Deadline.

10. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff 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 § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel 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.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith

1 to address the Court's concerns by revising the Agreement as necessary to obtain Final
2 Approval. The Parties agree that changes to the timing of payments or notice periods (not
3 including those in Paragraph 4.2), or to the contents of the Notice of Settlement, which are
4 requested by the Court do not necessitate an amendment or revision to this Agreement unless
5 such an Amendment is required by the Court.

6 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
7 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
8 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
12 Members who did not object to the Settlement as provided in this Agreement, waive all
13 rights to appeal from the Judgment, including all rights to post-judgment and appellate
14 proceedings, the right to file motions to vacate judgment, motions for new trial,
15 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
16 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
17 Parties' obligations to perform under this Agreement will be suspended until such time as
18 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
19 not affect the amount of the Net Settlement Amount.

20 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
21 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
22 material modification of this Agreement (including, but not limited to, the scope of release
23 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
24 nevertheless expeditiously work together in good faith to address the appellate court's
25 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
26 additional Administration Expenses reasonably incurred after remittitur. An appellate
27 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
28 Payment 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.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. 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 Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, any papers submitted or filed in connection with the approval of 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).

12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding

1 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate
2 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)
3 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective
4 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement
5 Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class Members,
6 the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order,
7 final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations,
8 statements, proceedings and data relating thereto shall be deemed confidential mediation settlement
9 communications and not subject to disclosure for any purpose in any proceeding.

10 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
11 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
12 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
13 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
14 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
15 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
16 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
17 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
18 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
19 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
20 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
21 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding
22 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
23 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
24 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
25 Notwithstanding the foregoing, the settlement is not confidential, and Plaintiff and/or Plaintiff's Counsel
26 shall submit the settlement to the LWDA and the Court for purposes of obtaining preliminary and/or final
27 settlement approval.

28 12.4. No Effect on Employee Benefit Plans. Neither this Agreement nor any amounts paid under

1 the Settlement will modify any previously credited hours, days, or weeks or service under any employee
2 benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for
3 additional contributions to, benefits, under, or any other monetary entitlement under Defendant's sponsored
4 benefit plans, policies or bonus programs. The payments made, under the terms of this Settlement shall not
5 be applied, retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form
6 of compensating for the purposes of any Defendant's benefit plan, policy, or bonus program. Defendant
7 retains the right to modify the language of its benefits plans, policies and bonus programs to effect this intent
8 and to make clear that any amounts paid pursuant to this Settlement are not for "weeks worked," "weeks
9 paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus
10 programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional
11 contributions or benefits are not required by this Settlement. Defendant does not consider the Individual
12 Class Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any
13 benefit plans, policies, or bonus programs, or any other plan sponsored by Defendant.

14 12.5. No Solicitation. The Parties separately agree that they and their respective counsel and
15 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
16 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
17 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

18 12.6. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
19 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement
20 after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant
21 factors, present and potential. The Parties further acknowledge that they are each represented by competent
22 counsel and that they have had an opportunity to consult with their counsel regarding the fairness and
23 reasonableness of this Settlement.

24 12.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
25 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
26 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
27 by any Party.

28 12.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

1 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
2 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
3 execute any other documents reasonably required to effectuate the terms of this Agreement including any
4 amendments to this Agreement.

5 12.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the
6 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
7 applicable precedents to define all provisions of this Agreement as valid and enforceable.

8 12.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to
9 exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further
10 waiver by such party of the same or any other condition, covenant, right, or remedy.

11 12.11. Cooperation. The Parties and their counsel will cooperate with each other and use their best
12 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
13 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
14 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
15 to implement the Settlement, or on any modification of the Agreement that may become necessary to
16 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

17 12.12. No Prior Assignments. The Parties separately represent and warrant that they have not
18 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
19 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
20 discharged by the Party in this Settlement.

21 12.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
23 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
24 or otherwise.

25 12.14. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
26 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
27 approved by the Court.

28 12.15. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the

benefit of, the successors of each of the Parties.

12.16. 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.

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

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

12.19. 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.

12.20. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

12.21. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.22. 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.

12.23. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, 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 federal or state law. Plaintiff and not his representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to CCP section 664.6.

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

To Plaintiff:

Seung L. Yang
seung.yang@thesentinelfirm.com
Tiffany Hyun
tiffany.hyun@thesentinelfirm.com
Jeffrey P. Jackson
jeffrey.jackson@thesentinelfirm.com
THE SENTINEL FIRM, APC
355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendants:

Dina S. Glucksman
dglucksman@grsm.com
Leslie H. Joyner
ljoyner@grsm.com
Junha J.K. Baek
jbaek@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470

12.25. 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

1 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart
2 will be admissible in evidence to prove the existence and contents of this Agreement.

3 12.26. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
4 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
5 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
6 under CCP section 583.310 for the entire period of this settlement process.

7
8 **[SIGNATURES ON NEXT PAGE]**
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1 **IT IS SO AGREED.**

2 **Plaintiff & Class Representative:**

3 Dated: 02 / 13 / 2026

By: 

TILISCIA MCPETERS

5 **Defendant:**

6 Dated: ____

FIDELITY ROOF COMPANY

8 By: _____

Print Name

11 _____
Signature

12 _____
Title

14 **APPROVED AS TO FORM ONLY:**

15 **Plaintiff's Counsel:**

16 Dated: 2/17/2026

THE SENTINEL FIRM, APC

17 By: 

18 Seung L. Yang
19 Tiffany Hyun
20 Jeffery P. Jackson

Attorneys for Plaintiff

22 **Defendant's Counsel:**

23 Dated: ____

GORDON REES SCULLY MANSUKHANI, LLP

25 By: _____

26 Dina S. Glucksman
27 Leslie H. Joyner
28 Junha J.K. Baek
Attorneys for Defendant

FIDELITY ROOF COMPANY

IT IS SO AGREED.

Plaintiff & Class Representative:

Dated: ____

By: _____
TILISCIA MCPETERS

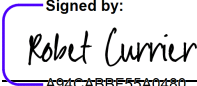
Defendant:

Dated: February 13, 2026

FIDELITY ROOF COMPANY

By: Robert Currier

Print Name

Signed by:


Signature

Acting Vice President, Human Resources

Title

APPROVED AS TO FORM ONLY:

Plaintiff's Counsel:

Dated: ____

THE SENTINEL FIRM, APC

By: _____

Seung L. Yang
Tiffany Hyun
Jeffrey P. Jackson

Attorneys for Plaintiff

Defendant's Counsel:

Dated: ____

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Dina S. Glucksman
Leslie H. Joyner
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FIDELITY ROOF COMPANY