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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DANIEL FREDERICK BEHRENS, JR., on
behalf of himself and all others similarly
situated and aggrieved,

Plaintiff,

v.

CALCRAFT CORPORATION, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: CIVSB2418852

[Assigned for all purpose to the Hon.
Thomas S. Garza in Dept. S27]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: June 6, 2024

Trial Date: None Set

This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between Plaintiff Daniel Frederick Behrens, Jr. (“Plaintiff”) and Defendant Calcraft Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action(s)” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Daniel Frederick Behrens, Jr. v. Calcraft Corporation*, Case No. CIVSB2418852 (the “Class Action”), initiated on June 6, 2024, and pending in Superior Court of the State of California, County of San Bernardino, and Plaintiff’s lawsuit claiming civil penalties under California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq. (“PAGA”) captioned *Daniel Frederick Behrens, Jr. v. Calcraft Corporation*, Case No. CIVSB2436778 (the “PAGA Action”), initiated on December 11, 2024, and pending in Superior Court of the State of California, County of San Bernardino.

1.2. “Administrator” means Apex Class Action, LLC (“Apex”), the neutral entity Plaintiff has agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employees” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

1.5. “Amount(s) Previously Paid to Class Member(s)” means a total of \$55,500.00 Defendant represents was previously paid to 19 Class Members in exchange for a release of claims against Defendant. These amounts, upon proof by Defendant, will be deducted from Individual Class Payments that said Class Members whom already signed a release of claims against Defendant will receive in this Settlement. Amounts Previously Paid to Class Members will not act as a credit or release upon said Class Members’ PAGA Claims.

1.6. “Class” or “Settlement Class” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.7. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.8. “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.

1.9. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last four digits of the last known Social Security Number(s); (5) dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)); and (6) proof of Amounts Previously Paid to Class Members.

1.10. “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).

1.11. “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.

1.12. “Class Notice” means the NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, 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.

1.13. “Class Period” means the period from June 5, 2020 through August 13, 2025.

1.14. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1 1.15. "Class Representative Incentive Award" means the payment to the Class Representative
2 for initiating the Action and providing services in support of the Action.

3 1.16. "Court" means the Superior Court of the State of California, County of San Bernardino.

4 1.17. "Defendant" means named Defendant Calcraft Corporation.

5 1.18. "Defense Counsel" means Geoffrey C. Brethen of Watts Law LLP.

6 1.19. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting
7 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
8 latest of the following occurrences: (a) if no Participating Class Member objects to the
9 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
10 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
11 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
12 affirms the Judgment and issues a remittitur.

13 1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

14 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
15 of the Settlement.

16 1.22. "Final Judgment" means the Judgment entered by the Court based upon the Final
17 Approval.

18 1.23. "Gross Settlement Amount" means \$325,000.00 (Three Hundred Twenty Five Thousand
19 Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement,
20 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
21 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to
22 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
23 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Incentive
24 Award, and Administrator's Expenses.

25 1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the
26 Net Settlement Amount calculated according to the number of Workweeks worked during the
27 Class Period.

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1 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
2 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
3 Period.

4 1.26. “Judgment” means the judgment entered by the Court based upon Final Approval.

5 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency
6 entitled, under Labor Code section 2699, subd. (i).

7 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
8 under Labor Code section 2699, subd. (i).

9 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following
10 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
11 Payment, Class Representative Incentive Award, Class Counsel Fees Payment, Class Counsel
12 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
13 paid to Participating Class Members as Individual Class Payments.

14 1.30. “Non-Participating Class Member” means any Class Member who opts out of the
15 Settlement by sending the Administrator a valid and timely Request for Exclusion.

16 1.31. “Operative Complaint” means the First Amended Complaint to be filed in the Class
17 Action.

18 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was
19 employed by Defendant for at least one day during the PAGA Period, based on hire dates, re-
20 hire dates (as applicable), and termination dates (as applicable).

21 1.33. “PAGA Period” means the period from June 5, 2023 through August 8, 2025.

22 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

23 1.35. “PAGA Notice” means Plaintiff’s June 5, 2024, letter to Defendant and the LWDA,
24 providing notice pursuant to Labor Code section 2699.3 subd. (a).

25 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
26 Gross Settlement Amount (\$325,000.00), allocated 25% to the Aggrieved Employees
27 (\$7,500.00) and 75% to the LWDA (\$22,500.00) in settlement of PAGA claims.

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

1.38. “Plaintiff” means Daniel Frederick Behrens, Jr., the named Plaintiff in the Action.

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

1.40. “Preliminary Approval Order” means the Order granting Preliminary Approval and Approval of PAGA Settlement.

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

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.43. “Released Parties” means: Defendant, and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries.

1.44. “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.

1.45. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) 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 15 days beyond the original Response Deadline to mail their response.

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

1.47. “Workweek” means any week during which a Class Member was employed by Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1 **2. RECITALS**

2 2.1. On June 5, 2024, Plaintiff filed a notice with the Labor and Workforce Development
3 Agency (“LWDA”) to seek civil penalties for various Labor Code violations and sent a copy to
4 Defendant pursuant to Labor Code § 2699.3.

5 2.2. On June 6, 2024, Plaintiff filed a complaint against Defendant in San Bernardino Superior
6 Court, Case No. CIVSB2418852 (the “Class Action”), alleging violations of the California Labor
7 Code, including but not limited to: (1) Failure to Pay Overtime Wages; (2) Failure to Pay
8 Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5)
9 Waiting Time Penalties; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Timely
10 Pay Wage; (8) Failure to Indemnify and Reimburse Business Expenses; and (9) Unfair
11 Competition.

12 2.3. On December 11, 2024, Plaintiff filed a complaint against Defendant in San Bernardino
13 County, Case No. CIVSB2436778 (the “PAGA Action”), seeking civil penalties for violations
14 of the California Labor Code, under the Private Attorneys General Act of 2004 (“PAGA”).

15 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

16 2.5. Prior to the mediation, Plaintiff obtained, through informal discovery: (a) time and payroll
17 records for Class Members; (b) a copy of Defendant’s Employee Policy Manual; (c) Information
18 and relevant documents regarding the *Pickup Stix* Releases signed by Class Members; and (d)
19 class data points.

20 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
21 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
22 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

23 2.7. On August 13, 2025, the Parties participated in an all-day mediation presided over by
24 Nikki Tolt, *Esquire*. The mediation was successful, which led to the Parties reaching an
25 agreement to settle the Action.

26 2.8. The Parties agreed that Plaintiff shall file a First Amended Complaint in the instant Class
27 Action to add the claims in the PAGA Action to the Class Action. The First Amended Complaint
28 once filed and approved by the Court, shall be considered as the “Operative Complaint.” In the

event that the Court does not grant final approval of this Settlement, Plaintiff will be permitted to separately refile the PAGA Action without prejudice and the filings shall relate back to the original filing date of the PAGA Action.

2.9. The Court has not granted class certification.

2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay \$325,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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. Amounts Previously Paid to Class Members. Defendant represents that it had paid a total of \$55,500.00 to various Class Members for a release of their individual wage and hour claims. This amount, upon proof by Defendant, will be deducted from Individual Class Payments that said Class Members whom already signed a release of claims against Defendant will receive in this Settlement. Amounts Previously Paid to Class Members will not act as a credit or release upon said Class Members' PAGA Claims.

3.3. 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:

3.3.1. To Plaintiff: Class Representative Incentive Award to Plaintiff in the amount of up to \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member.

Defendant will not oppose Plaintiff's request for a Class Representative Incentive Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Incentive Award prior to the Final Approval Hearing. If the Court approves a Class Representative Incentive Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payment. The Administrator will pay the Class Representative Incentive Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for any applicable employee taxes owed on the Class Representative Incentive Award.

3.3.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$113,750.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to

1 either the Settlement Class Members or request for additional consideration from
2 Defendant for such work unless, Defendant materially breaches this Agreement,
3 including any term regarding funding, and further efforts are necessary from Class
4 Counsel to remedy said breach, including, without limitation, moving the Court to
5 enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs
6 and expenses in amounts that are less than the amounts provided for herein, then the
7 unapproved portion(s) shall be a part of the Net Settlement Amount.

8 3.3.3. To the Administrator: An Administrator Expenses Payment not to exceed
9 \$4,990.00 except for a showing of good cause and as approved by the Court. To the
10 extent the Administration Expenses are less or the Court approves payment less than
11 \$4,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

12 3.3.4. To Each Participating Class Member: An Individual Class Payment calculated by
13 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
14 all Participating Class Members during the Class Period, (b) multiplying the result by
15 each Participating Class Member's Workweeks, then (c) subtracting the Amount
16 Previously Paid to Class Member, if any.

17 3.3.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
18 Class Member's Individual Class Payment will be allocated to settlement of
19 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
20 withholding and will be reported on an IRS W-2 Form. The 80% of each
21 Participating Class Member's Individual Class Payment will be allocated to
22 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
23 Non-Wage Portions are not subject to wage withholdings and will be reported
24 on IRS 1099 Forms. Participating Class Members assume full responsibility and
25 liability for any employee taxes owed on their Individual Class Payment.

26 3.3.4.2. Effect of Non-Participating Class Members on Calculation of Individual
27 Class Payments. Non-Participating Class Members will not receive any
28 Individual Class Payments. The Administrator will retain amounts equal to their

Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.3.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.3.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 72 Class Members who collectively worked a total of 2,369 Workweeks, and 29 Aggrieved Employees who worked a total of 521 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member

1 identifying information and to provide corrected or updated Class Data as soon as reasonably
2 feasible. Without any extension of the deadline by which Defendant must send the Class Data
3 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good
4 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
6 Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
7 transmitting the funds to the Administrator no later than fourteen (14 days) after the Effective
8 Date. Amounts Previously Paid to Class Members shall be credited towards the Gross Settlement,
9 according to proof

10 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
11 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
12 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
13 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
14 the Class Representative Incentive Award. Disbursement of the Class Counsel Fees Payment, the
15 Class Counsel Litigation Expenses Payment and the Class Representative Incentive Award shall
16 not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

17 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
18 Individual PAGA Payments and send them to the Class Members via First Class U.S.
19 Mail, postage prepaid. The face of each check shall prominently state the date (not less
20 than 180 days after the date of mailing) when the check will be voided. The
21 Administrator will cancel all checks not cashed by the void date. The Administrator
22 will send checks for Individual Settlement Payments to all Participating Class Members
23 (including those for whom Class Notice was returned undelivered). The Administrator
24 will send checks for Individual PAGA Payments to all Aggrieved Employees including
25 Non-Participating Class Members who qualify as Aggrieved Employees (including
26 those for whom Class Notice was returned undelivered). The Administrator may send
27 Participating Class Members a single check combining the Individual Class Payment
28 and the Individual PAGA Payment. Before mailing any checks, the Settlement

1 Administrator must update the recipients' mailing addresses using the National Change
2 of Address Database.

3 4.4.2. The Administrator must conduct a Class Member Address Search for all other
4 Class Members whose checks are returned undelivered without USPS forwarding
5 address. Within 7 days of receiving a returned check the Administrator must re-mail
6 checks to the USPS forwarding address provided or to an address ascertained through
7 the Class Member Address Search. The Administrator need not take further steps to
8 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
9 The Administrator shall promptly send a replacement check to any Class Member whose
10 original check was lost or misplaced, requested by the Class Member prior to the void
11 date.

12 4.4.3. For any Class Member whose Individual Class Payment check or Individual
13 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
14 shall transmit the funds represented by such checks to Legal Aid at Work, 180
15 Montgomery St., Suite 600, San Francisco, California 94104 for use in any county in
16 need in California.

17 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
18 not obligate Defendant to confer any additional benefits or make any additional
19 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
20 specified in this Agreement.

21 **5. RELEASE OF CLAIMS**

22 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
23 and on the date after Defendant fully funds the Gross Settlement Amount and all employer
24 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
25 Members, and Class Counsel will release claims against all Released Parties as follows:

26 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
28 and discharge Released Parties from all claims, rights, demands, damages, liabilities and causes

of action, in law or in equity, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release of Class Claims: For the duration of the Class Period, Participating Class Members and Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period, including without limitation with respect to the following claims: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; and (9) Unfair Competition ("Released Class Claims"). Participating Class Members do not release

any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release of PAGA Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, Plaintiff and all Aggrieved Employees shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for penalties under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint and the PAGA Notice ("Released PAGA Claims").

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and *cy pres* Recipient.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the Class and PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of the Class and PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data

breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with 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; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly 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.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, 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 and conferring, 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 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

1 payment of Administration Expenses. The Parties and their Counsel represent that they have no
2 interest or relationship, financial or otherwise, with the Administrator other than a professional
3 relationship arising out of prior experiences administering settlements.

4 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
5 Identification Number for purposes of calculating payroll tax withholdings and providing reports
6 to state and federal tax authorities.

7 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
8 the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section
9 468B-1.

10 7.4. Notice to Class Members

11 7.4.1. No later than three (3) business days after receipt of the Class Data, the
12 Administrator shall notify Class Counsel that the list has been received and state the
13 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
14 Class Data.

15 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
16 days after receiving the Class Data, the Administrator will send to all Class Members
17 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
18 the Class Notice with Spanish translation, substantially in the form attached to this
19 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
20 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
21 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
22 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
23 update Class Member addresses using the National Change of Address database.

24 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
26 using any forwarding address provided by the USPS. If the USPS does not provide a
27 forwarding address, the Administrator shall conduct a Class Member Address Search,
28 and re-mail the Class Notice to the most current address obtained. The Administrator

has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative, signed by the Class Member, that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, signature, the last four digits of their Social Security Number, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator

1 shall accept any Request for Exclusion as valid if the Administrator can reasonably
2 ascertain the identity of the person as a Class Member and the Class Member's desire
3 to be excluded. The Administrator's determination shall be final and not appealable or
4 otherwise susceptible to challenge. If the Administrator has reason to question the
5 authenticity of a Request for Exclusion, the Administrator may demand additional proof
6 of the Class Member's identity. The Administrator's determination of authenticity shall
7 be final and not appealable or otherwise susceptible to challenge.

8 7.5.3. Every Class Member who does not submit a timely and valid Request for
9 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
10 to all benefits and bound by all terms and conditions of the Settlement, including the
11 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
12 regardless whether the Participating Class Member actually receives the Class Notice
13 or objects to the Settlement.

14 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
15 Non-Participating Class Member and shall not receive an Individual Class Payment or
16 have the right to object to the class action components of the Settlement. Because future
17 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
18 Participating Class Members who are Aggrieved Employees are deemed to release the
19 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
20 PAGA Payment.

21 7.6. Challenges to Calculation of Workweeks/Amount(s) Previously Paid to Class Member(s).

22 Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an
23 additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number
24 of Class Workweek, PAGA Pay Periods (if any), and Amount Previously Paid to the Class
25 Member (if any) allocated to the Class Member in the Class Notice. The Class Member may
26 challenge the allocation by communicating with the Administrator via mail. The Administrator
27 must encourage the challenging Class Member to submit supporting documentation. In the
28 absence of any contrary documentation, the Administrator is entitled to presume that the

1 Workweeks and Amount(s) Previously Paid to Class Member(s) contained in the Class Notice
2 are correct so long as they are consistent with the Class Data. The Administrator's determination
3 of each Class Member's allocation of Workweeks, Pay Periods, and/or Amount(s) Previously
4 Paid to Class Member(s) shall be final and not appealable or otherwise susceptible to challenge.
5 The Administrator shall promptly provide copies of all challenges to calculation of orkweeks,
6 Pay Periods, and/or Amount(s) Previously Paid to Class Member(s) to Defense Counsel and
7 Class Counsel and the Administrator's determination of the challenges.

8 **7.7. Objections to Settlement**

9 7.7.1. Only Participating Class Members may object to the class action components of
10 the Settlement and/or this Agreement, including contesting the fairness of the
11 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
12 Counsel Litigation Expenses Payment and/or Class Representative Incentive Award.

13 7.7.2. Participating Class Members may send written objections to the Administrator, by
14 mail. The Participating Class Member's written objection should include their name,
15 signature, the last four digits of their Social Security Number, address, email address or
16 telephone number, and a clear statement detailing all grounds for their objection, along
17 with whatever legal authority, if any, they intend to rely on in support of their objections
18 and whether they plan to appear at the Final Approval Hearing. In the alternative,
19 Participating Class Members may appear in Court (or hire an attorney to appear in
20 Court) to present verbal objections at the Final Approval Hearing. A Participating Class
21 Member who elects to send a written objection to the Administrator must do so not later
22 than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15
23 days for Class Members whose Class Notice was re-mailed).

24 7.7.3. Non-Participating Class Members have no right to object to any of the class action
25 components of the Settlement.

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

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1 7.7.4. Website, Email Address and Toll-Free Number. The Administrator will maintain
2 and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
5 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
6 Class Counsel Litigation Expenses Payment and Class Representative Incentive Award,
7 the Final Approval and the Judgment. The Administrator will also maintain and monitor
8 an email address and a toll-free telephone number to receive Class Member calls and
9 emails.

10 7.7.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
11 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
12 Not later than 5 days after the expiration of the deadline for submitting Requests for
13 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
14 containing (a) the names and other identifying information of Class Members who have
15 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
16 other identifying information of Class Members who have submitted invalid Requests
17 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
18 (whether valid or invalid).

19 7.7.6. Weekly Reports. The Administrator must, on a weekly basis, provide written
20 reports to Class Counsel and Defense Counsel that, among other things, tally the number
21 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
22 Exclusion (whether valid or invalid) received, objections received, challenges to
23 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
24 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
25 Weekly Reports must provide the Administrator’s assessment of the validity of
26 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
27 received.
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1 7.7.7. Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all
3 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
4 Administrator's decision shall be final and not appealable or otherwise susceptible to
5 challenge.

6 7.7.8. Administrator's Declaration. Before the date by which Plaintiff is required to file
7 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
8 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
9 due diligence and compliance with all of its obligations under this Agreement, including,
10 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
11 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
12 Requests for Exclusion from Settlement it received (both valid or invalid), the number
13 of written objections and attach the Exclusion List. The Administrator will supplement
14 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
15 responsible for filing the Administrator's declaration(s) in Court.

16 7.7.9. Final Report by Settlement Administrator. Within 10 days after the Administrator
17 disburses all funds in the Gross Settlement Amount, the Administrator will provide
18 Class Counsel and Defense Counsel with a final report detailing its disbursements by
19 employee identification number only of all payments made under this Agreement. At
20 least 7 days before any deadline set by the Court, the Administrator will prepare, and
21 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
22 Court attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

24 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

25 Based on its records, Defendant estimates that, as of the date of this Settlement
26 Agreement, (1) there are 72 Class Members and 2,369 Total Workweeks during the Class Period
27 and (2) there are 29 Aggrieved Employees who worked 521 Pay Periods during the PAGA
28 Period.

1 8.1 Increase in Workweeks. Defendant represents that there are no more than 2,369
2 Workweeks worked during the Class Period. In the event the number of Workweeks worked
3 increases by more than 10% (i.e., an additional 237 Workweeks worked for a total of 2,606
4 Workweeks), then Defendant shall make an election that one of the following occur: (1) either
5 the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in
6 excess of 2,606 multiplied by the Workweek Value; or (2) the Class Period and PAGA Period
7 (as well as the end date for the release period) will end on the date that the number of Workweeks
8 worked by Class Members, when starting from the first day of the Class Period, reaches 2,606
9 Workweeks worked by Class Members. The Workweek Value shall be calculated by dividing
10 the Gross Settlement Amount by 2,369 and, thus, the Parties agree that the Workweek Value
11 amounts to, and the settlement amounts, to \$137.19 per Workweek ($\$325,000 / 2,369$
12 Workweeks). Thus, for example, should Defendant elect the first of the two options, and there
13 are 3,000 Workweeks in the Class Period, then the GSA shall be increased by \$54,052.86 ($[(3,000$
14 Workweeks – 2,606 Workweeks] x $\$137.19 / \text{Workweek}$). Defendant must exercise its election
15 pursuant to this Paragraph at least 60 days before the first date set Motion for Preliminary
16 Approval or it will be assumed Defendant has elected Option 1 in this Paragraph. Any said
17 election may be reflected by declaration testimony, an addendum of the settlement, or an
18 amendment thereto.

19 **9. MOTION FOR FINAL APPROVAL**

20 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
21 final approval of the Settlement that includes a request for approval of the PAGA settlement
22 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
23 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
24 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
25 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
26 any disagreements concerning the Motion for Final Approval.

27 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
28 by a Participating Class Member, including the right to file responsive documents in Court no

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Incentive Award, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment, or the Administrator Expenses Payment shall not constitute a material
10 modification to the Agreement within the meaning of this paragraph.

11 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
12 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
13 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
14 and (iii) addressing such post-Judgment matters as are permitted by law.

15 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
18 respective counsel, and all Participating Class Members who did not object to the Settlement as
19 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
20 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
21 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
22 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
23 Parties' obligations to perform under this Agreement will be suspended until such time as the
24 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
25 the amount of the Net Settlement Amount.

26 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted

by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Incentive Award 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.

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. 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. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does 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 reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit

1 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
2 or indirectly, specifically or generally, to any person, corporation, association, government
3 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
4 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
5 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
6 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
7 government agency. Each Party agrees to immediately notify each other Party of any judicial or
8 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
9 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
10 other communication, before the filing of the Motion for Preliminary Approval, any with third
11 party regarding this Agreement or the matters giving rise to this Agreement except to respond
12 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
13 Counsel's communications with Class Members in accordance with Class Counsel's ethical
14 obligations owed to Class Members.

15 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
17 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
18 ability to communicate with Class Members in accordance with Class Counsel's ethical
19 obligations owed to Class Members.

20 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the Parties
22 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
23 inducements made to or by any Party.

24 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
26 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
27 its terms, and to execute any other documents reasonably required to effectuate the terms of this
28 Agreement including any amendments to this Agreement.

1 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed or agreed to by all
18 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
19 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
20 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
21 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
22 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
23 the use of signatures previously provided by the Parties.

24 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
25 the benefit of, the successors of each of the Parties.

26 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the State of California, without
28 regard to conflict of law principles.

1 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
2 this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
5 during the Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement

7 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
8 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
9 in connection with the mediation, other settlement negotiations, or in connection with the
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
11 be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
19 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
20 of this Agreement shall be accepted as an original. All executed counterparts and each of them
21 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
22 himself signed counterparts. Any executed counterpart will be admissible in evidence to prove
23 the existence and contents of this Agreement.

24 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to CCP
26 section 583.330, the Parties agree to extend the date to bring a case to trial under CCP section
27 583.310 for the entire period of this settlement process.

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11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Daniel Frederick Jr Behrens

05/12/2026

For Plaintiff, Daniel Frederick Behrens, Jr.

For Defendant, Calcraft Corporation

AGREED AS TO FORM ONLY:

Vedang J. Patel

5/12/2026

David D. Bibbayan
Vedang J. Patel

Counsel for Plaintiff

Geoffrey C. Brethen

Counsel for Defendant

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Gloria Ensman

For Plaintiff, Daniel Frederick Behrens, Jr.

For Defendant, Calcraft Corporation

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel

Counsel for Plaintiff



Geoffrey C. Brethen

Counsel for Defendant