

Seung Yang (SBN 249857)
seung.yang@thesentinel-firm.com
Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel-firm.com
Jeffrey P. Jackson (SBN 290364)
jeffrey.jackson@thesentinel-firm.com
THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

Attorneys for Plaintiff PASTOR E MIRANDA

Lonnie D. Giamela (SBN 228435)
E-Mail: lgiamela@fisherphillips.com
Areen Babajanian (SBN 290130)
E-Mail: ababajanian@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendant CLEANROOM TECS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

PASTOR E MIRANDA, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

CLEANROOM TECS, INC, a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01405179-CU-OE-CXC

Assigned for All Purposes to:
David A. Hoffer, Dept. CX103

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

Complaint Filed: June 5, 2024
FAC Filed: August 30, 2024
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 Pastor E. Miranda (“Plaintiff”) and Defendant Cleanroom Tecs, Inc. (“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 *Pastor E Miranda, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, v. Cleanroom Tecs, Inc., a corporation; and DOES 1 through 10, inclusive*, Case No. 30-2024-01405179-CU-OE-CXC initiated on June 5, 2024, and pending in Superior Court of the State of California, County of Orange.
- 1.2. “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 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 current and former hourly employees employed by Defendant in California who were classified as non-exempt during the PAGA Period.
- 1.5. “Class” or “Class Members” means all current and former hourly employees employed by Defendant in California who were classified as non-exempt 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 the period from June 5, 2020 through June 1, 2025, or the date upon which the Court grants preliminary approval of this Settlement, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.
- 1.13. “Class Representative” means the named Plaintiff Pastor Miranda 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 Orange.
- 1.16. “Defendant” means Cleanroom Tecs, Inc.
- 1.17. “Defense Counsel” means FISHER & PHILLIPS 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 if a timely appeal from the
Judgment is filed, the day after the appellate court affirms the Judgment and issues a
remittitur.

1.19. “Final Approval” 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 **Four Hundred Twenty-Five Thousand Dollars and
Zero Cents (\$425,000.00)** 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, 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 the Aggrieved Employee’s pro rata share of 25% of the
PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
the PAGA Period.

1.25. “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 penalties under Labor Code § 2699(i).

1.27. “LWDA PAGA Payment” means the 75% 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 6, 2023 through June 1, 2025, or through the date upon which the Court grants preliminary approval of this Settlement, or as modified pursuant to Paragraph 8 of the Agreement, 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 6, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a), which is attached as **Exhibit B** and incorporated by reference into this Agreement.

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 25% to the Aggrieved Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) 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 Pastor E. Miranda, 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, that were asserted in the Operative Complaint or could have been asserted based on the facts alleged in the Operative Complaint.

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

below.

1.40. “Released Parties” means: Defendant Cleanroom Tecs, Inc., 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 5, 2024, Plaintiff commenced this Action by filing a Complaint in Orange 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); (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; and (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On August 30, 2024, 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”). The Parties have agreed to stipulate to the filing of a Second Amended Complaint adding additional clarification of the nature of the alleged sick leave violations. Defendant denies the allegations in the Operative Complaint, contemplated Second Amended 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.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on June 6, 2024.

2.3. On April 2, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. and subsequently reached an agreement to settle the Action following the mediation and with the mediator’s continued assistance.

2.4. Prior to 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. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of **\$425,000.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion 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

1 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
2 Approval:

3 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
4 more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA
5 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
6 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
7 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
8 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
9 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
10 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
11 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payment, and agrees to indemnify Defendant and hold it harmless for any
13 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
14 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
15 Payment.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
17 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$25,000.00.
18 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the
19 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval
20 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
21 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
22 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
23 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or
24 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
25 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.
26 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
27 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant
28 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest

1 or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on
2 these Payments or from any dispute or controversy regarding any division or sharing of any of these
3 Payments.

4 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,990.00 except
5 upon a showing of good cause and as approved by the Court. To the extent the Administration
6 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
7 retain the remainder in the Net Settlement Amount. Apex Class Action Administration has been
8 selected as the Administrator, based upon its "not to exceed" bid of \$6,990.00.

9 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
10 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
11 Class Members during the Class Period and (b) multiplying the result by each Participating Class
12 Member's Workweeks.

13 3.2.4.1. Tax Allocation of Individual Class Payments. 33 1/3 % of each Participating
14 Class Member's Individual Class Payment will be allocated to settlement of
15 wage claims (the "Wage Portion"). The Wage Portion of each Individual
16 Class Payment is subject to tax withholding and will be reported on an IRS
17 W-2 Form. The remaining 66 2/3% of each Participating Class Member's
18 Individual Class Payment will be allocated to settlement of claims for
19 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of
20 each Individual Class Payment is not subject to wage withholdings and will
21 be reported on IRS 1099 Forms. Participating Class Members assume full
22 responsibility and liability for any taxes owed on their Individual Class
23 Payments and agree to indemnify Defendant and hold it harmless for any
24 responsibility, liability, claim, complaint, damages, penalties, interest or any
25 other actual or potential damages arising from Participating Class Members'
26 obligations to pay taxes owed on these Payments.

27 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
28 Class Payments. Non-Participating Class Members will not receive any

Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 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 Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) 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 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

3.2.5.2. 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 the appropriate IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of April 2, 2025, the number of Workweeks worked by the estimated 190 class members during the Class Period is estimated to be 14,090 and the number of pay periods worked by the Aggrieved Employees is 3,245.

4.2. Class Data. Not later than fourteen (14) 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 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the Effective Date.

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which date shall be one hundred eighty (180) days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members

who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

5. RELEASES OF CLAIMS.

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.

1 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns
3 generally, release and discharge Released Parties from any and all of the claims,
4 whether known or unknown, suspected or unsuspected, contingent or non-
5 contingent, which now exist, or have existed, upon any theory of law or equity now
6 existing, including, but not limited to, conduct that is negligent, intentional, with or
7 without malice, or a breach of any duty, law or rule, without regard to the subsequent
8 discovery or existence of such different or additional facts. Additionally, Plaintiff
9 releases the Released Parties of all claims, charges, complaints, liens, demands,
10 causes of action, obligations, damages and liabilities, known or suspected, arising
11 from their employment with the Defendant, including but not limited to Labor Code
12 Sections 201-203, 204, 210, 216, 218, 218.5, 218.6, 222, 225.5, 226 *et seq.*, 266.3,
13 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174,
14 1174.5, 1175, 1182.12, 1193, 1193.6, 1194, 1194, 1194.2, 1197, 1197.1, 1198,
15 1198.5, 1199, 2802, 2802(a), 2804, 2698, 2810.5. The released claims include,
16 without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2)
17 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section
18 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6)
19 the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and
20 the United States Constitution; (8) the California Labor Code, including but not
21 limited to Sections 201-203, 204, 210, 216, 218, 218.5, 218.6, 222, 225.5, 226 *et*
22 *seq.*, 266.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558,
23 558.1, 1174, 1174.5, 1175, 1182.12, 1193, 1193.6, 1194, 1194, 1194.2, 1197,
24 1197.1, 1198, 1198.5, 1199, 2802, 2802(a), 2804, 2698, 2810.5; (9) the Family and
25 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker
26 Adjustment and Retraining Notification Act; (12) the Employee Retirement Income
27 Security Act; (13) the Immigration Reform and Control Act; (14) the California
28 Business and Professions Code, sections 17200, *et seq.*; (15) the California

Government Code; and (16) the California Wage Orders (collectively “Claim” or “Claims”) which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the final approval of this Settlement Agreement. (Everything released based on the above as well as everything released as part of the Released Class Claims discussed below will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time. 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.

5.1.2. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross Settlement Amount, the claims released by Plaintiff, as agent and proxy of the LWDA, will include any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code that were asserted or could have been asserted based on the facts alleged in the PAGA Notice to the LWDA and the Action.

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

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of

1 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
2 successors, and assigns, release the Released Parties from all claims that occurred during the Class Period
3 and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
4 Complaint (“Released Class Claims”). The Released Class Claims include all claims, such as those under
5 the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been
6 pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon
7 separation or discharge; (2) failure to pay all wages due and owing for time worked, including minimum
8 wages, overtime/double-time or “off the clock” wages; (3) failure to reimburse necessary business
9 expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide
10 accurate itemized wage statements, (6) all related violations of the applicable Wage Orders; (7) failure to
11 comply with sick leave pay provisions; (8) all related violations of California’s unfair competition law; and
12 (9) interest, fees, and costs related to claims based on the facts alleged in the Action. Participating Class
13 Members do not release any other claims, including claims for vested benefits, wrongful termination,
14 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
15 workers’ compensation, or claims based on facts occurring outside the Class Period.

16 5.3. Release by Aggrieved Employees: Aggrieved Employees, whether or not they are
17 Participating Class Members, shall be deemed to release, to the extent permissible by law, any and all claims
18 for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor
19 Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and
20 based on or arising out of the alleged violations of the Labor Code that were asserted or could have been
21 asserted based on the facts alleged in the PAGA Notice to the LWDA and the Action.

22 **6. MOTION FOR PRELIMINARY APPROVAL.**

23 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary
24 Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

25 6.1. Defendant’s Declaration in Support of Preliminary Approval. Prior to the filing of the
26 motion for preliminary approval, Defendant will prepare and deliver to Class Counsel a signed Declaration
27 from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the
28 Administrator that Defendant or Defense Counsel may have. In this Declaration, Defense Counsel shall aver

1 that they are not aware of any other pending class action asserting claims that will be extinguished or
2 adversely affected by the Settlement.

3 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
5 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement
6 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)
7 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
8 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for
9 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for
10 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of
11 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
12 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
13 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
14 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the
15 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent
16 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
17 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement
18 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class
19 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
20 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected
21 by the Settlement.

22 6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
23 filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this
24 Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in
25 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
26 delivering the Court’s Preliminary Approval to the Administrator. All motion practice will be unopposed
27 by Defendant.

28 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 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 and whether the provisions of Paragraph 8 have been triggered by the Workweek Count as of the date the Administrator receives 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

1 attached to this Agreement as **Exhibit A** (including the Request for Exclusion,
2 Objection and Workweek Dispute Forms). The first page of the Class Notice shall
3 prominently estimate the dollar amounts of any Individual Class Payment and/or
4 Individual PAGA Payment payable to the Class Member, and the number of
5 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
6 Class Notices, the Administrator shall update Class Member addresses using the
7 National Change of Address database.

8 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
10 Class Notice using any forwarding address provided by the USPS. If the USPS does
11 not provide a forwarding address, the Administrator shall conduct a Class Member
12 Address Search, and re-mail the Class Notice to the most current address obtained.
13 The Administrator has no obligation to make further attempts to locate or send Class
14 Notice to Class Members whose Class Notice is returned by the USPS a second time.

15 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
16 and/or Pay Periods, and Requests for Exclusion will be extended an additional
17 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
18 for all Class Members whose notice is re-mailed. The Administrator will inform the
19 Class Member of the extended deadline with the re-mailed Class Notice.

20 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data
22 and should have received Class Notice, the Parties will expeditiously meet and
23 confer in person or by telephone, and in good faith in an effort to agree on whether
24 to include them as Class Members. If the Parties agree, such persons will be Class
25 Members entitled to the same rights as other Class Members, and the Administrator
26 will send, via email or overnight delivery, a Class Notice requiring them to exercise
27 options under this Agreement not later than fourteen (14) days after receipt of Class
28 Notice, or the deadline dates in the Class Notice, which ever are later.

1 7.5. Requests for Exclusion (Opt-Outs).

2 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
3 Settlement must send the Administrator, by fax, email, or mail, a signed written
4 Request for Exclusion not later than sixty (60) days after the Administrator mails the
5 Class Notice or as otherwise extended for re-mailed Class Notices as described
6 herein. A Request for Exclusion is a letter from a Class Member or his/her
7 representative that reasonably communicates the Class Member's election to be
8 excluded from the Settlement and includes the Class Member's name, address and
9 email address or telephone number. To be valid, a Request for Exclusion must be
10 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
11 for remailed Class Notices as described herein.

12 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
13 to contain all the information specified in the Class Notice. The Administrator shall
14 accept any Request for Exclusion as valid if the Administrator can reasonably
15 ascertain the identity of the person as a Class Member and the Class Member's desire
16 to be excluded. If the Administrator has reason to question the authenticity of a
17 Request for Exclusion, the Administrator may demand additional proof of the Class
18 Member's identity. The Administrator's determination as to the validity of any
19 questioned Request for Exclusion shall be submitted to Class Counsel and to
20 Defense Counsel, who shall confer in good faith as to the validity of any questioned
21 Request for Exclusion. In the event that a Request for Exclusion remains
22 unresolved, the issue shall be promptly submitted to the Court prior to filing a Motion
23 for Final Approval for resolution by the Court.

24 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under this Agreement, entitled to all
26 benefits and bound by all terms and conditions of the Settlement, including the
27 Participating Class Members' Releases under Paragraph 5.2 of this Agreement,
28 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 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator will attempt to resolve Workweek and/or Pay Period challenges based on the submission of the Class Member and on input from Class Counsel (who will advocate on behalf of Class Members who have not submitted a Request for Exclusion) and Defense Counsel. While the Administrator and the parties will attempt to resolve any such disputes, any unresolved dispute over Workweeks will be submitted to the Court for resolution.

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.

1 7.7.2. Participating Class Members may send written objections to the Administrator, by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in
3 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
4 Approval Hearing. A Participating Class Member who elects to send a written
5 objection to the Administrator must do so not later than the Response Deadline, or
6 as otherwise extended for re-mailed Class Notices as described herein.

7 7.7.3. Non-Participating Class Members have no right to object to any of the class action
8 components of the Settlement.

9 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
10 Employees have no right to object to or intervene in any of the PAGA components
11 of the Settlement.

12 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
13 performed or observed by the Administrator contained in this Agreement or otherwise.

14 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
15 information of interest to Class Members including the date, time and location for
16 the Final Approval Hearing and copies of the Settlement Agreement, the Class
17 Notice, the Final Approval and the Judgment on the Administrator's website. The
18 Administrator will also maintain and monitor an email address and a toll-free
19 telephone number to receive Class Member calls, faxes and emails.

20 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
22 Not later than five (5) days after the expiration of the deadline for submitting
23 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
24 Defense Counsel containing (a) the names and other identifying information of Class
25 Members who have timely submitted valid Requests for Exclusion ("Exclusion
26 List"); (b) the names and other identifying information of Class Members who have
27 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
28 from Settlement submitted (whether valid or invalid).

1 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
2 to Class Counsel and Defense Counsel that, among other things, tally the number of:
3 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
4 Exclusion (whether valid or invalid) received, objections received, challenges to
5 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
6 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
7 The Weekly Reports must include provide the Administrator’s assessment of the
8 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
9 and objections received.

10 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
11 address Class Member challenges over the calculation of Workweeks and/or Pay
12 Periods. However, the decision on any such challenges shall be determined by the
13 Court.

14 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by
15 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
16 the Administrator will provide to Class Counsel and Defense Counsel, a signed
17 declaration suitable for filing in Court attesting to its due diligence and compliance
18 with all of its obligations under this Agreement, including, but not limited to, its
19 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
20 Class Notices, attempts to locate Class Members, the total number of Requests for
21 Exclusion from Settlement it received (both valid or invalid), the number of written
22 objections and attach the Exclusion List. The Administrator will supplement its
23 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
24 responsible for filing the Administrator’s declaration(s) in Court.

25 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
26 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
27 will provide Class Counsel and Defense Counsel with a final report detailing its
28 disbursements by employee identification number only of all payments made under

1 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
2 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
3 signed declaration suitable for filing in Court attesting to its disbursement of all
4 payments required under this Agreement. Class Counsel is responsible for filing the
5 Administrator's declaration in Court.

6 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

7 Based on its records, Defendant estimates that, as of April 2, 2025, the date of the
8 mediation, the number of Workweeks during the Class Period is estimated to be 14,090. The
9 Parties have stipulated to a 10% escalation of the estimated Workweeks in the final
10 Workweeks' count at the end of the Class Period without any increase to the Gross Settlement
11 Amount. If the number of actual Workweeks during the Class Period exceeds this 10%
12 cushion above the estimated workweek total of 14,090 (i.e., exceeds 15,499 workweeks),
13 Defendant may elect to either (1) purchase the additional workweeks above the 10% cushion
14 (i.e. the weeks above the 15,499 total) at a *pro rata* rate, or (2) cut off the release period as of
15 the date the 10% cushion is exhausted. If Defendant elects Option (1) from the previous
16 sentence, Defendant shall increase the Gross Settlement Amount by a *pro-rata* dollar value
17 equal to the number of Workweeks in excess of 15,499 workweeks. For example, if there is a
18 1% increase over the 10% cushion, then the GSA increases by 1%. In the event that the Parties
19 are notified by the Administrator that the provisions of this Paragraph have been triggered,
20 Defendant shall notify Class Counsel and the Administrator of its election to choose either
21 option specified by this Paragraph within three (3) business days of being notified that the
22 provisions of this Paragraph have been triggered. In the event Defendant fails to provide
23 notification of its election to the Administrator, Defendant will be deemed to have selected
24 Option (2) and the release period will be cut off as of the date the Workweeks exceed 15,499
25 Workweeks. Five (5) days prior to any deadline on which to file a motion for preliminary
26 approval of this settlement, Defendant shall provide Plaintiff's counsel with the estimated
27 workweek total in the Class Period up to that date. If the estimated workweek total as of this
28 date exceeds the 15,499 workweeks specified by this Paragraph, Defendant shall indicate

1 which option under this paragraph that it intends to select. If Defendant elects to exercise its
2 option to cut-off the release period prior to the date on which the Court grants preliminary
3 approval of the settlement, it will inform Plaintiff of the date on which the Class Period ends
4 pursuant to that option.

5 **9. RIGHT TO WITHDRAW**

6 If 7.5% or more of the Settlement Class members elect not to participate in the Settlement by
7 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all
8 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects
9 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
10 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
11 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that
12 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10)
13 days after the Administrator sends the final Exclusion List to the Parties; late elections will have no effect.

14 **10. MOTION FOR FINAL APPROVAL.**

15 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
16 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
17 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
18 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
19 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
20 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
21 concerning the Motion for Final Approval.

22 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
23 Participating Class Member, including the right to file responsive documents in Court no
24 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
25 accepted by the Court.

26 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
27 on any material change to the Settlement (including, but not limited to, the scope of release
28 to be granted by Class Members and/or the Aggrieved Employees), the Parties will

expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

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

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members and/or the Aggrieved Employees), 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 Service 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.

1 **11. AMENDED JUDGMENT.**

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

4 **12. ADDITIONAL PROVISIONS.**

5 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
6 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
7 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
8 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should
9 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
10 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
11 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
12 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all
13 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
14 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
15 willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any
16 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

17 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
18 the good faith efforts of the Parties pursuant to Paragraphs 6.4, 10.2 and 12.7 of this Agreement, or if the
19 appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise
20 terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to
21 their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the
22 Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class
23 Members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary
24 approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and
25 all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation
26 settlement communications and not subject to disclosure for any purpose in any proceeding.

27 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
28 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they

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

14 12.4. 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 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
20 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
21 by any Party.

22 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
24 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
25 execute any other documents reasonably required to effectuate the terms of this Agreement including any
26 amendments to this Agreement.

27 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
28 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement

1 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
2 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
3 to implement the Settlement, or on any modification of the Agreement that may become necessary to
4 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

5 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
7 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
8 discharged by the Party in this Settlement.

9 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
11 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
12 or otherwise.

13 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
14 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
15 approved by the Court.

16 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
17 benefit of, the successors of each of the Parties.

18 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
19 governed by and interpreted according to the internal laws of the state of California, without regard to
20 conflict of law principles.

21 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
22 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
23 drafter or participated in the drafting.

24 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
25 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
26 of this Agreement.

27 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
28 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.

12.16. 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.

12.17. 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.

12.18. 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 Defendant:

Lonnie D. Giamela
E-Mail: lgiamela@fisherphillips.com
Areen Babajanian
E-Mail: ababajanian@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

1 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted
3 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument
4 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart
5 will be admissible in evidence to prove the existence and contents of this Agreement.

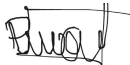
6 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
7 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
8 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
9 under CCP section 583.310 for the entire period of this settlement process.

10
11 **[SIGNATURES ON NEXT PAGE]**
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 09 / 18 / 2025

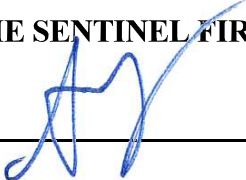
By: 

PASTOR E. MIRANDA

5
6 **Plaintiff's Counsel:**

7 Dated: 09/18/2025

THE SENTINEL FIRM, APC

8
9 By: 

Seung L. Yang
Tiffany Hyun
Jeffrey P. Jackson

Attorneys for Plaintiff
PASTOR E. MIRANDA

10
11
12
13 **Defendant:**

14 Dated: Oct 14, 2025

CLEANROOM TECS, INC.

15 By: Janet Ford

16 Print Name

17 

18 Signature

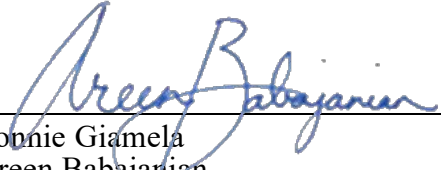
19 Founder and CEO

20 Title

21 **Defendant's Counsel:**

22 Dated: Oct. 14, 2025

FISHER & PHILLIPS, LLP

23
24 By: 

Lonnie Giamela
Areen Babajanian
Attorneys for Defendant
CLEANROOM TECS, INC.

2025.09.18 Signed by P and TSF Class and PAGA Settlement Agreement_Miranda v Cleanroom Tecs -

Final Audit Report

2025-10-14

Created:	2025-10-14
By:	Francine Stinnett (fstinnett@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxhDew-kEgk6P2a5M_1aUY_yTrdMGx8Cv

"2025.09.18 Signed by P and TSF Class and PAGA Settlement Agreement_Miranda v Cleanroom Tecs -" History

 Document created by Francine Stinnett (fstinnett@fisherphillips.com)
2025-10-14 - 6:31:36 PM GMT

 Document emailed to Janet Ford (janet@janetrford.com) for signature
2025-10-14 - 6:36:44 PM GMT

 Email viewed by Janet Ford (janet@janetrford.com)
2025-10-14 - 7:00:32 PM GMT

 Document e-signed by Janet Ford (janet@janetrford.com)
Signature Date: 2025-10-14 - 7:01:11 PM GMT - Time Source: server

 Agreement completed.
2025-10-14 - 7:01:11 PM GMT