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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TEHAMA

CHRISTOPHER VANDERBEEK, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiff,

v.

OUTBACK CONTRACTORS, INC., a
California Company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 24CI-000225

[Complaint Filed: August 30, 2024]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Christopher Vanderbeek (hereinafter "Plaintiff"), an individual,
3 on behalf of himself, and on behalf of all persons similarly situated, and in his representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendant Outback
5 Contractors, Inc., a California Company ("Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class and representative action lawsuit designated
8 *Christopher Vanderbeek v. Outback Contractors, Inc.*, Tehama County Superior
9 Court, Case No. 24CI-000225, filed August 30, 2024.
- 10 B. "Aggrieved Employee Payment" shall mean the thirty-five percent (35%) of the
11 PAGA Payment (\$7,000.00) that will be distributed to the Aggrieved Employees as
12 described in this Agreement.
- 13 C. "Aggrieved Employees" means all individuals who are or previously were employed
14 by Defendant in California and classified as a non-exempt employee during the
15 PAGA Period
- 16 D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
17 Class and PAGA Action Claims and Release of Claims.
- 18 E. "Class Counsel Award" means the award of fees and expenses that the Court
19 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
20 the Class Members and the Aggrieved Employees in the Action, consisting of
21 attorneys' fees currently not to exceed thirty-three percent of the Gross Settlement
22 Amount currently estimated to be \$84,150.00 out of \$255,000.00 plus costs of up to
23 \$30,000.00. Attorneys' fees will be divided between Class Counsel in the following
24 percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- 25 F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
26 Shani O. Zakay, Esq. and Jackland K. Hom, Esq of Zakay Law Group, APLC.

- 1 G. "Class Data" means information regarding Class Members that Defendant will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment.
- 6 H. "Class Period" means the period beginning August 30, 2020 through July 31, 2026.
- 7 I. "Class Representative" shall mean plaintiff Christopher Vanderbeek.
- 8 J. "Class" or the "Class Members" means all persons who are or previously were
9 employed by Defendant in California and classified as non-exempt employees at any
10 time during the Class Period.
- 11 K. "Court" means the Superior Court for the State of California, County of Tehama
12 currently presiding over the Action.
- 13 L. "Defendant" shall mean Outback Contractors, Inc.
- 14 M. "Effective Date" means the date of the Settlement will be later of the following: (a) if
15 no timely objections are filed or if all objections are withdrawn, the date upon which
16 the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the
17 date for filing an appeal and no such appeal being filed (c) if any timely appeals are
18 filed, the date of the resolution (or withdrawal) of any such appeal in a way that does
19 not alter the terms of the settlement.
- 20 N. "Funding Date" means the date by which Defendant has paid the entire Gross
21 Settlement Amount to the Settlement Administrator in accord with the terms of this
22 Agreement. Defendant shall make the First Payment of \$127,500.00 within thirty
23 (30) days of final approval of the settlement; Defendant shall make the Second
24 Payment of \$63,750.00 within 3 months following the First Payment Date; Defendant
25 shall make Third Payment of \$63,750.00 within 3 months following the Second
26 Payment Date.

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- 3 O. "Gross Settlement Amount" means Two Hundred Fifty-Five Thousand Dollars and
- 4 Zero Cents (\$255,000.00) that Defendant must pay into the QSF in connection with
- 5 this Settlement, inclusive of the sum of Settlement Administration Costs, Class
- 6 Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement
- 7 Amount is all-in with no reversion and *exclusive* of the employer's share of payroll
- 8 tax, if any, triggered by any payment under this Settlement.
- 9 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
- 10 Amount to each Settlement Class Member and excludes any amounts distributed to
- 11 Aggrieved Employees pursuant to PAGA.
- 12 Q. "LWDA Payment" shall mean the sixty-five percent (65%) of the PAGA Payment
- 13 (\$13,000.00) payable to the to the LWDA.
- 14 R. "LWDA" shall mean the Labor and Workforce Development Agency.
- 15 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
- 16 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
- 17 Costs.
- 18 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
- 19 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
- 20 than formatting changes to facilitate printing by the Settlement Administrator).
- 21 U. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff on
- 22 July 13, 2026, in the Tehama Superior Court.
- 23 V. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
- 24 Employee Payment, as defined herein, means the number of pay periods of
- 25 employment during the PAGA Period that each Aggrieved Employee worked in
- 26 California.
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- 1 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
2 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
3 Employees during the PAGA Period.
- 4 X. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)
5 to be allocated from the Gross Settlement Amount for settlement of PAGA Claims
6 asserted in the Action.
- 7 Y. "PAGA Period" means the period beginning August 30, 2023 to July 31, 2026.
- 8 Z. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
9 Labor Code § 2698 *et seq.*
- 10 AA. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
11 Plaintiff or Defendant, individually.
- 12 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
13 by the total Workweeks for all Class Members.
- 14 CC. "Plaintiff" shall mean Christopher Vanderbeek.
- 15 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
16 by the Settlement Administrator to fund the Gross Settlement Amount.
- 17 EE. "Released Class Claims" shall mean all class claims alleged, or reasonably could have
18 been alleged based on the facts alleged, in the operative complaint in the Action which
19 occurred during the Class Period, and expressly excluding all other claims, including
20 claims for vested benefits, wrongful termination, unemployment insurance, disability,
21 social security, workers' compensation, and class claims outside of the Class Period.
- 22 FF. "Released PAGA Claims" shall mean all PAGA claims alleged in the operative
23 complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
24 during the PAGA Period, and expressly excluding all other claims, including claims
25 for vested benefits, wrongful termination, unemployment insurance, disability, social
26 security, workers' compensation, and PAGA claims outside of the PAGA Period.

1 GG. "Released Parties" shall mean Defendant and their attorneys, insurers, brands,
2 concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or
3 entity that could be jointly liable with Defendant.

4 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
5 Administrator mails Notice Packets to Class Members and the last date on which
6 Class Members may submit requests for exclusion or objections to the Settlement.
7 Neither side shall encourage any Class Member to opt out.

8 II. "Service Award" means an award in the amount of \$10,000 or in an amount that the
9 Court authorizes to be paid to the Class Representative, in addition to his Individual
10 Settlement Payment and his individual Aggrieved Employee Payment, in recognition
11 of his efforts and risks in assisting with the prosecution of the Action.

12 JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement
13 Administrator from the Gross Settlement Amount for administering the Settlement
14 pursuant to this Agreement currently estimated not to exceed \$5,490.00.

15 KK. "Settlement Administrator" means Apex Class Action LLC, located at P.O. Box
16 54668, Irvine, CA 92619; Tel: (800) 355-0700. The Settlement Administrator
17 establishes, designates, and maintains, as a QSF under Internal Revenue Code section
18 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
19 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
20 Class Members. The Settlement Administrator shall maintain the funds until
21 distribution in an account(s) segregated from the assets of Defendant and any person
22 related to Defendant. *All accrued interest shall be paid and distributed to the*
23 *Settlement Class Members as part of their respective Individual Settlement*
24 *Payment.*

25 LL. "Settlement Class Members" or "Settlement Class" means all Class Members who
26 have not submitted a timely and valid request for exclusion as provided in this
27 Agreement.

1 MM. "Settlement" means the disposition of the Action pursuant to this Agreement.

2 NN. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and
3 ending on Saturday, in which a Class Member is employed by Defendant(s) during
4 the Class Period in California.

5 **II. RECITALS**

6 A. On August 30, 2024, Plaintiff filed a Class Action complaint in the Tehama County
7 Superior Court, Case No. 24CI-000225 ("Action"), alleging claims for:

8 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;

9 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
10 1197 & 1197.1;

11 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
12 *seq*;

13 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
14 226.7 & 512 and the Applicable IWC Wage Order;

15 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
16 226.7 & 512 and the Applicable IWC Wage Order;

17 6. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.
18 Lab. Code § 2802;

19 7. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
20 Code § 226;

21 8. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
22 202 and 203.

23 B. On August 30, 2024, Plaintiff filed a Notice of Violations with the Labor and
24 Workforce Development Agency (LWDA) and served the same on Defendant.

25 C. On December 16, 2024, Plaintiff filed a separate representative action in the Tehama
26 County Superior Court, Case No. 24CI-000327, for a single cause of action for
27 violations of PAGA (the "PAGA Action").

- 1 D. On June 1, 2026, the Parties participated in a full day mediation with Sonya Goodwin,
2 Esq. The mediation concluded with a settlement after both sides agreed to a
3 Mediator's proposal, which was subsequently memorialized in the form of a
4 Memorandum of Understanding ("MOU").
- 5 E. On July 2, 2026, the Parties stipulated to the filing of a First Amended Complaint that
6 consolidates the Action and the PAGA Action for purposes of settlement.
- 7 F. On July 13, 2026, the First Amended Complaint was filed.
- 8 G. On July 14, 2026, Plaintiff dismissed the PAGA Action.
- 9 H. The Class Representative believes he has claims based on alleged violations of the
10 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
11 that class certification is appropriate because the prerequisites for class certification
12 can be satisfied in the Action, and this action is manageable as a PAGA representative
13 action.
- 14 I. Defendant denies any liability or wrongdoing of any kind associated with the claims
15 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
16 Representative, alleged in the Operative Complaint, and/or alleged in the Class
17 Representative's PAGA notices to the LWDA are owed, and further contend that, for
18 any purpose other than settlement, the Action is not appropriate for class or
19 representative action treatment. Defendant contends, among other things, that at all
20 times they complied with the California Labor Code and the Industrial Welfare
21 Commission Wage Orders.
- 22 J. The Class Representative is represented by Class Counsel. Class Counsel investigated
23 the facts relevant to the Action, including conducting an independent investigation as
24 to the allegations, reviewing documents and information exchanged through informal
25 discovery, and reviewing documents and information provided by Defendant
26 pursuant to informal requests for information to prepare for mediation. Defendant
27 produced for the purpose of settlement negotiations certain employment data
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1 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
2 of an expert. Based on their own independent investigation and evaluation, Class
3 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and
4 adequate, and is in the best interest of the Class considering all known facts and
5 circumstances, including the risks of significant delay, defenses asserted by
6 Defendant, uncertainties regarding class certification, and numerous potential
7 appellate issues. Although it denies any liability, Defendant agrees to this Settlement
8 solely to avoid the inconveniences and cost of further litigation. The Parties and their
9 counsel have agreed to settle the claims on the terms set forth in this Agreement.

10 K. This Agreement replaces and supersedes the Memorandum of Understanding and any
11 other agreements, understandings, or representations between the Parties. This
12 Agreement represents a compromise and settlement of highly disputed claims.
13 Nothing in this Agreement is intended or will be construed as an admission by
14 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
15 or that Defendant bear any liability to Plaintiff or the Class on those claims or any
16 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
17 have merit.

18 L. The Parties believe that the Settlement is fair, reasonable, and adequate. The
19 Settlement was arrived at through arm's-length negotiations, considering all relevant
20 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
21 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
22 settle, compromise and discharge all disputes and claims arising from or relating to
23 the Action fully, finally, and forever.

24 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
25 for any reason the settlement does not become effective, Defendant reserves the right
26 to contest certification of any class for any reason and reserve all available defenses
27 to the claims in the Action. The Settlement, this Agreement, and the Parties'

1 willingness to settle the Action will have no bearing on and will not be admissible in
2 connection with any litigation.

3 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendant.

6 1. Settlement Consideration. In full and complete settlement of the Action, and
7 in exchange for the releases set forth below, Defendant will pay the sum of
8 the Individual Settlement Payments, the Service Award, the Class Counsel
9 Award, PAGA Payment, and the Settlement Administration Costs, as
10 specified in this Agreement, equal to the Gross Settlement Amount of Two
11 Hundred Fifty-Five Thousand Dollars and Zero Cents (\$255,000.00). The
12 Parties agree that this is a non-reversionary Settlement and that no portion of
13 the Gross Settlement Amount shall revert to Defendant. Other than the
14 Defendant' share of employer payroll taxes and as provided in Section III.A.2
15 below, Defendant shall not be required to pay more than the Gross Settlement
16 Amount.

17 2. Class Size. Defendant represents that the Class was comprised of
18 approximately 85 individuals who collectively worked approximately 7,200
19 Workweeks during the Class Period. Should the Workweeks increase beyond
20 10% of the of the estimated 7,200 Workweeks (*i.e.*, more than 7,920
21 Workweeks) the Gross Settlement Amount shall be increased by \$35.42 for
22 each Workweek over 7,920. For example, if the total Workweeks in the Class
23 Period are 7,925, the Gross Settlement will increase by \$177.08 (*i.e.*, \$35.42
24 for each Workweek over 7,920).

25 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
26 into the QSF, through the Settlement Administrator on or before the Funding
27 Date. Any interest accrued will be added to the NSA and distributed to the
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1 Settlement Class Members except that if final approval is reversed on appeal,
2 then Defendant is entitled to prompt return of the principal and all interest
3 accrued.

4 B. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes
5 is in addition to the Gross Settlement Amount and shall be paid together with the Gross
6 Settlement Amount on the Funding Date.

7 C. Release by Settlement Class Members. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
9 release the Released Parties from the Released Class Claims for the Class Period.

10 D. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
11 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
12 California release the Released Parties from the Released PAGA Claims for the PAGA
13 Period. As a result of this release, the Aggrieved Employees shall be precluded from
14 bringing claims against Defendant for the Released PAGA Claims.

15 E. General Release by Class Representative: Upon the Settlement Administrator's receipt
16 of the Third Installment and full funding of the Gross Settlement Amount, for the
17 consideration set forth in this Agreement, Class Representative, for himself and his
18 estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
19 administrators, trustees, conservators, guardians, assigns, and representatives, will
20 waive, release, acquit and forever discharge the Released Parties from any and all
21 claims, known or unknown. Class Representative waives all rights and benefits
22 afforded by section 1542 of the Civil Code. Section 1542 provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
24 THAT THE CREDITOR OR RELEASING PARTY DOES
25 NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
26 FAVOR AT THE TIME OF EXECUTING THE RELEASE
27 AND THAT, IF KNOWN BY HIM OR HER, WOULD

HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Class Representative expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Class Representative does not know or suspect to exist in Class Representative's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Class Representative warrants that Class Representative has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Class Representative has consulted with or had the opportunity to consult with counsel of Class Representative's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Class Representative understands this Settlement Agreement and the section 1542 waiver, and so Class Representative freely and knowingly enters into this Settlement Agreement. Class Representative further acknowledges that Class Representative later may discover facts different from or in addition to those Class Representative now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Class Representative agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Class Representative expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Class Representative relating thereto.

F. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Gross Settlement Amount.

G. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, if the Settlement Agreement fails to become effective, or is reversed, withdrawn, or modified by the Court, or any other act prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

H. Failure to Fund the Gross Settlement Amount. If Defendant fails to fully fund the Gross

1 Settlement Amount pursuant to the timeline outlined above, Plaintiff shall be entitled
2 to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the
3 terms of this Agreement. Moreover, Defendant shall bear the sole responsibility for
4 any cost to issue or reissue any curative notice to the Settlement Class Members and
5 all Settlement Administration Costs incurred to the date of nullification.

6 I. Certification of the Class. The Parties stipulate to conditional class certification of the
7 Class for the Class Period for purposes of settlement only. In the event that this
8 Settlement is not approved by the Court, fails to become effective, or is reversed,
9 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
10 from obtaining a complete resolution of the Released Class Claims and Released
11 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
12 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
13 administrative or arbitral proceeding for any purpose or with respect to any issue,
14 substantive or procedural.

15 J. Tax Liability. The Parties make no representations as to the tax treatment or legal
16 effect of the payments called for, and Class Members and/or Aggrieved Employees are
17 not relying on any statement or representation by the Parties in this regard. Class
18 Members and/or Aggrieved Employees understand and agree that they will be
19 responsible for the payment of any taxes and penalties assessed on the Individual
20 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
21 Employee Payment described and will be solely responsible for any penalties or other
22 obligations resulting from their personal tax reporting of Individual Settlement
23 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
24 Payment.

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

16 L. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
17 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
18 Preliminary Approval and supporting papers, which shall include this Settlement
19 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three
20 (3) business days prior to the filing of the Motion to give Defendant an opportunity to
21 review and comment upon the Motion.

22 M. Settlement Administrator. The Settlement Administrator shall be responsible for:
23 establishing and administering the QSF; calculating, processing and mailing payments
24 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
25 mailing the Notice Packets to the Class Members as directed by the Court; receiving
26 and reporting the objections and requests for exclusion; calculating, deducting and
27 remitting all legally required taxes from Individual Settlement Payments and
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1 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
2 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
3 individual shares of the Aggrieved Employee Payment; processing and mailing tax
4 payments to the appropriate state and federal taxing authorities; providing
5 declaration(s) as necessary in support of preliminary and/or final approval of this
6 Settlement; and other tasks as the Parties mutually agree or the Court orders the
7 Settlement Administrator to perform. The Settlement Administrator shall keep the
8 Parties timely apprised of the performance of all Settlement Administrator
9 responsibilities by among other things, sending a weekly status report to the Parties'
10 counsel stating the date of the mailing, the of number of opt outs from the Settlement
11 it receives (including the numbers of valid and deficient), and number of objections
12 received.

13 N. Notice Procedure.

14 1. Class Data. One week prior to filing of the Motion for Preliminary Approval,
15 the Settlement Administrator will provide Class Counsel with a declaration under
16 penalty of perjury confirming the number of applicable Class Members and
17 Workweeks they worked during the Class Period. Defendant provided the Class Data
18 to the Settlement Administrator on June 22, 2026.

19 2. Notice Packets.

20 a) The Notice Packet shall contain the Notice of Class Action Settlement
21 in a form substantially similar to the form attached as **Exhibit A** in
22 both English and Spanish. The Notice of Class Action Settlement shall
23 inform Class Members and Aggrieved Employees that they need not
24 do anything in order to receive an Individual Settlement Payment
25 and/or Aggrieved Employees' individual shares of the Aggrieved
26 Employee Payment and to keep the Settlement Administrator apprised
27 of their current mailing address, to which the Individual Settlement
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1 Payments and/or Aggrieved Employees' individual shares of the
2 Aggrieved Employee Payment will be mailed following the Funding
3 Date. The Notice of Class Action Settlement shall set forth the release
4 to be given by all members of the Class who do not request to be
5 excluded from the Settlement Class and/or Aggrieved Employees in
6 exchange for an Individual Settlement Payment and/or Aggrieved
7 Employees' individual shares of the Aggrieved Employee Payment,
8 the number of Workweeks worked by each Class Member during the
9 Class Period, and number of PAGA Periods worked by each
10 Aggrieved Employee during the PAGA Period, if any, and the
11 estimated amount of their Individual Settlement Payment if they do
12 not request to be excluded from the Settlement and each Aggrieved
13 Employees' share of the Aggrieved Employee Payment, if any. The
14 Settlement Administrator shall use the Class Data to determine Class
15 Members' Workweeks and PAGA Pay Periods. The Notice will also
16 advise the Aggrieved Employees that they will release the Released
17 PAGA Claims and will receive their share of the Aggrieved Employee
18 Payment regardless of whether they request to be excluded from the
19 Settlement.

20 b) The Notice Packet's mailing envelope shall include the following
21 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
22 ENTITLED TO PARTICIPATE IN A CLASS ACTION
23 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
24 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
25 NOTICE."

26 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
27 Settlement Administrator will perform a search based on the National Change
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1 of Address Database to update and correct any known or identifiable address
2 changes. No later than twenty-one (21) calendar days after preliminary
3 approval of the Settlement, the Settlement Administrator shall mail copies of
4 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
5 electronic mail. The Settlement Administrator shall exercise its best judgment
6 to determine the current mailing address for each Class Member. The address
7 identified by the Settlement Administrator as the current mailing address shall
8 be presumed to be the best mailing address for each Class Member.

9 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
10 Administrator as non-delivered on or before the Response Deadline shall be
11 re-mailed to any forwarding address provided within seven (7) days of
12 receiving the returned notice. If no forwarding address is provided, the
13 Settlement Administrator shall promptly attempt to determine a correct
14 address by lawful use of skip-tracing, or other search using the name, address
15 and/or Social Security number of the Class Member involved, and shall then
16 perform a re-mailing, if another mailing address is identified by the Settlement
17 Administrator. In addition, if any Class Member who is currently employed
18 by Defendant, is returned to the Settlement Administrator, as non-delivered
19 and no forwarding address is provided, the Settlement Administrator shall
20 notify Defendant. Defendant will request that the currently employed Class
21 Member provide a corrected address and transmit to the Settlement
22 Administrator any corrected address provided by the Class Member. Class
23 Members who received a re-mailed Notice Packet shall have their Response
24 Deadline extended fifteen (15) days from the original Response Deadline.

25 5. Disputes Regarding Individual Settlement Payments. Class Members will
26 have the opportunity, should they disagree with Defendant's records regarding
27 the start and end dates of employment, to provide documentation and/or an
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1 explanation to show contrary dates. If there is a dispute, the Settlement
2 Administrator will consult with the Parties to determine whether an
3 adjustment is warranted. The Settlement Administrator shall determine the
4 eligibility for, and the amounts of, any Individual Settlement Payments under
5 the terms of this Agreement. The Settlement Administrator's determination
6 of the eligibility for and amount of any Individual Settlement Payment shall
7 be binding upon the Class Member and the Parties.

8 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
9 by the Settlement Administrator concerning the administration of the
10 Settlement will be resolved by the Court under the laws of the State of
11 California. Before any such involvement of the Court, counsel for the Parties
12 will confer in good faith to resolve the disputes without the necessity of
13 involving the Court.

14 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
15 Packet shall state that Class Members who wish to exclude themselves from
16 the Settlement must submit a signed copy of the Request for Exclusion form
17 to the Settlement Administrator by the Response Deadline. A Request for
18 Exclusion form will be mailed together with the Notice Packet to all Class
19 Members. The Request for Exclusion will not be valid if it is not timely
20 submitted, if it is not signed by the Class Member, or if it does not contain the
21 name and address and last four digits of the Social Security number of the
22 Class Member. The date of the postmark on the mailing envelope or fax stamp
23 on the Request for Exclusion shall be the exclusive means used to determine
24 whether the request for exclusion was timely submitted. Any Class Member
25 who submits a timely Request for Exclusion shall be excluded from the
26 Settlement Class will not be entitled to an Individual Settlement Payment and
27 will not be otherwise bound by the terms of the Settlement or have any right
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1 to object, appeal, or comment thereon. However, any Class Member that
2 submits a timely Request for Exclusion that is also an Aggrieved Employee
3 will still receive his/her pro rata share of the Aggrieved Employee Payment,
4 as specified below, and in consideration, will be bound by the Release by the
5 PAGA Class as set forth herein. Class Members who fail to submit a valid
6 and timely Request for Exclusion on or before the Response Deadline shall be
7 bound by all terms of the Settlement and any final judgment entered in this
8 Action if the Court approves the Settlement. No later than seven (7) calendar
9 days after the Response Deadline, the Settlement Administrator shall provide
10 counsel for the Parties with a final list of the Class Members who have timely
11 submitted timely Requests for Exclusion. Defendant retains the right, in the
12 exercise of its sole discretion, to nullify the settlement within twenty-one (21)
13 days after expiration of the exclusion period, if fifteen percent (15%) or more
14 of Class Members exclude themselves from the Settlement. Defendant shall
15 meet and confer with Class Counsel before withdrawing from the Settlement
16 pursuant to this provision. At no time shall any of the Parties or their counsel
17 seek to solicit or otherwise encourage members of the Class to submit
18 Requests for Exclusion from the Settlement.

- 19 8. Objections. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to object to the Settlement
21 may submit to the Settlement Administrator a written statement of objection
22 (“Notice of Objection”) by the Response Deadline. The postmark date of
23 mailing shall be deemed the exclusive means for determining that a Notice of
24 Objection was served timely. The Notice of Objection, if in writing, must be
25 signed by the Settlement Class Member and state: (1) the case name and
26 number; (2) the name of the Settlement Class Member; (3) the address of the
27 Settlement Class Member; (4) the last four digits of the Settlement Class
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1 Member's Social Security number; (5) the basis for the objection; and (6) if
2 the Settlement Class Member intends to appear at the Final
3 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
4 to make objections in writing in the manner specified above may still make
5 their objections orally at the Final Approval/Settlement Fairness Hearing with
6 the Court's permission. Settlement Class Members will have a right to appear
7 at the Final Approval/Settlement Fairness Hearing to have their objections
8 heard by the Court regardless of whether they submitted a written objection.
9 At no time shall any of the Parties or their counsel seek to solicit or otherwise
10 encourage Class Members to file or serve written objections to the Settlement
11 or appeal from the Order and Final Judgment. Class Members who submit a
12 written request for exclusion may not object to the Settlement. Class Members
13 may not object to the PAGA Payment.

14 O. Allocation of the Gross Settlement Amount.

- 15 1. Calculation of Individual Settlement Payments. Individual Settlement
16 Payments shall be paid from the Net Settlement Amount and shall be paid
17 pursuant to the formula set forth herein. Using the Class Data, the Settlement
18 Administrator shall add up the total number of Workweeks for all Settlement
19 Class Members. The respective Workweeks for each Settlement Class
20 Member will be divided by the total Workweeks for all Settlement Class
21 Members, resulting in the Payment Ratio for each Settlement Class Member.
22 Each Settlement Class Member's Payment Ratio will then be multiplied by
23 the Net Settlement Amount to calculate each Settlement Class Member's
24 estimated Individual Settlement Payments. Each Individual Settlement
25 Payment will be reduced by any legally mandated employee tax withholdings
26 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for
27 Settlement Class Members who submit valid and timely requests for exclusion

1 will be redistributed to Settlement Class Members who do not submit valid
2 and timely requests for exclusion on a pro rata basis based on their respective
3 Payment Ratios.

4 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
5 Class Data, the Settlement Administrator shall add up the total number of
6 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
7 The respective PAGA Pay Periods for each Aggrieved Employees will be
8 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
9 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
10 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
11 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
12 estimated share of the Aggrieved Employee Payment.

13 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
14 Settlement Payments shall be allocated and treated as 20% wages (“Wage
15 Portion”) and 40% penalties (“Penalties Portion”), and 40% pre-judgment
16 interest (“Interest Portion”). The Wage Portion of the Individual Settlement
17 Payments shall be reported on IRS Form W-2 and the Penalty Portion and
18 Interest Portion of the Individual Settlement Payments shall be reported on
19 IRS Form 1099 issued by the Settlement Agreement.

20 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
21 Employee Settlement Payments shall be allocated and treated as 100%
22 penalties and shall be reported on IRS Form 1099.

23 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
24 individual shares of the PAGA Payment made to Settlement Class Members
25 and/or Aggrieved Employees under this Settlement Agreement, as well as any
26 other payments made pursuant to this Settlement Agreement, will not be
27 utilized to calculate any additional benefits under any benefit plans to which
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1 any Class Members may be eligible, including, but not limited to profit-
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
4 Parties' intention that this Settlement Agreement will not affect any rights,
5 contributions, or amounts to which any Class Members may be entitled under
6 any benefit plans.

7 6. All monies received by Settlement Class Members under the Settlement which
8 are attributable to wages shall constitute income to such Settlement Class
9 Members solely in the year in which such monies are received by the Settlement
10 Class Members. It is the intent of the Parties that Individual Settlement
11 Payments and individual shares of the PAGA Payment provided for in this
12 Settlement agreement are the sole payments to be made by Defendant to
13 Settlement Class Members and/or Aggrieved Employees in connection with this
14 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
15 Class Members and/or Aggrieved Employees are not entitled to any new or
16 additional compensation or benefits as a result of having received the Individual
17 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
20 and/or Aggrieved Employees' last known mailing address no later than fifteen
21 (15) business days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employees does not cash his or her settlement check within ninety
26 (90) days, the Settlement Administrator will send a letter to such persons,
27 advising that the check will expire after the 180th day, and invite that
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1 Settlement Class Member and/or Aggrieved Employees to request reissuance
2 in the event the check was destroyed, lost, or misplaced. In the event an
3 Individual Settlement Payment and/or Aggrieved Employees' individual
4 share of the PAGA Payment check has not been cashed within one hundred
5 and eighty (180) days, all funds represented by such uncashed checks, plus
6 any interest accrued thereon, shall be transmitted to the State Controller's
7 Unclaimed Property Fund in the name of the Class Member who did not claim
8 the funds.

- 9 9. Service Award. In addition to the Individual Settlement Payment as a
10 Settlement Class Member and his individual share of the Aggrieved Employee
11 Payment, Plaintiff will apply to the Court for an award of not more than
12 \$10,000.00, as the Service Award. Defendant will not oppose a Service
13 Award of not more than \$10,000.00 for Plaintiff. The Settlement
14 Administrator shall pay the Service Award, either in the amount stated herein
15 if approved by the Court or some other amount as approved by the Court, to
16 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
17 days after the Funding Date. Any portion of the requested Service Award that
18 is not awarded to the Class Representative shall be part of the Net Settlement
19 Amount and shall be distributed to Settlement Class Members as provided in
20 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
21 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and
22 legally responsible to pay any and all applicable taxes on his Service Award
23 and shall hold harmless the Released Parties from any claim or liability for
24 taxes, penalties, or interest arising as a result of the Service Award. Approval
25 of this Settlement shall not be conditioned on Court approval of the requested
26 amount of the Service Award. If the Court reduces or does not approve the
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1 requested Service Award, Plaintiff shall not have the right to revoke the
2 Settlement, and it will remain binding.

3 10. Class Counsel Award. Defendant understands, and will not oppose, a motion
4 for Attorneys' Fees not to exceed thirty-three percent (33%) of the Gross
5 Settlement Amount currently estimated to be Eighty-Four Thousand One
6 Hundred Fifty Dollars and Zero Cents (\$84,150.00) **and** Attorneys' Expenses
7 supported by declaration not to exceed Thirty Thousand Dollars and Zero
8 Cents (\$30,000.00). Any awarded Class Counsel Award shall be paid from
9 the Gross Settlement Amount. Any portion of the requested Class Counsel
10 Award that is not awarded to Class Counsel shall be part of the Net Settlement
11 Amount and shall be distributed to Settlement Class Members as provided in
12 this Agreement. The Settlement Administrator shall allocate and pay the
13 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
14 later than fifteen (15) calendar days after the Funding Date. Class Counsel
15 shall be solely and legally responsible to pay all applicable taxes on the
16 payment made pursuant to this paragraph. The Settlement Administrator shall
17 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
18 pursuant to this paragraph. If the Court reduces or does not approve the
19 requested Class Counsel Award, Plaintiff and Class Counsel shall not have
20 the right to revoke the Settlement, or to appeal such order, and the Settlement
21 will remain binding.

22 11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
23 shall be allocated from the Gross Settlement Amount for settlement of claims
24 for civil penalties under the Private Attorneys General Act of 2004 ("PAGA
25 Payment"). The Settlement Administrator shall pay sixty-five percent (65%)
26 of the PAGA Payment (\$13,000.00) to the California Labor and Workforce
27 Development Agency no later than fifteen (15) calendar days after the
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1 Funding Date (hereinafter "LWDA Payment"). Thirty-five percent (35%) of
2 the PAGA Payment (\$7,000.00) will be distributed to the Aggrieved
3 Employees as described in this Agreement (hereinafter "Aggrieved Employee
4 Payment"). For purposes of distributing the PAGA Payment to the Aggrieved
5 Employees, each Aggrieved Employee shall receive their pro-rata share of the
6 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
7 above.

- 8 12. Settlement Administration Costs. The Settlement Administrator shall be paid
9 for the costs of administration of the Settlement from the Gross Settlement
10 Amount. The estimate of the Settlement Administration Costs is \$5,490.00.
11 The Settlement Administrator shall be paid the Settlement Administration
12 Costs no later than fifteen (15) calendar days after the Funding Date.

- 13 P. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
14 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
15 twenty-eight (28) days following the expiration of the Response Deadline, which
16 motion shall request final approval of the Settlement and a determination of the
17 amounts payable for the Service Award, the Class Counsel Award, the PAGA
18 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant
19 with a draft of the Motion at least three (3) business days prior to the filing of the
20 Motion to give Defendant an opportunity to propose changes or additions to the
21 Motion.

- 22 1. Declaration by Settlement Administrator. No later than seven (7) days after
23 the Response Deadline, the Settlement Administrator shall submit a
24 declaration in support of Plaintiff's motion for final approval of this
25 Settlement detailing the number of Notice Packets mailed and re-mailed to
26 Class Members, the number of undeliverable Notice Packets, the number of
27 timely requests for exclusion, the full names of any Class Members who opt
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1 out of the Settlement, the number of objections received, the amount of the
2 average, lowest, and highest Individual Settlement Payments, the amount of
3 the average, lowest, and highest Aggrieved Employee Payments, the
4 Settlement Administration Costs, and any other information as the Parties
5 mutually agree or the Court orders the Settlement Administrator to provide.

6 2. Final Approval Order and Judgment. Class Counsel shall present an Order
7 Granting Final Approval of Class Action Settlement to the Court for its
8 approval, and Judgment thereon, at the time Class Counsel files the Motion
9 for Final Approval.

10 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
11 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
12 Final Approval, including the Order Granting Final Approval of Class Action
13 Settlement, and Judgment at least three (3) business days in advance of filing with the
14 Court. The Parties and their counsel will cooperate with each other and use their best
15 efforts to affect the Court's approval of the Motions for Preliminary and Final
16 Approval of the Settlement, and entry of Judgment.

17 O. Cooperation. The Parties agree to cooperate to promote participation in the Settlement,
18 and in seeking court approval of the Settlement. The Parties and their counsel agree
19 not to take any action to encourage any Class Members to opt out of and/or object to
20 the Settlement. Defendant agrees not to obtain waivers or Pick-Up Stix agreements
21 from the Class Members beginning June 1, 2026 through the date the court grants final
22 approval and will work in good faith to reach an agreement approved by the Court.

23 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
24 except such proceedings necessary to implement and complete the Settlement, pending
25 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

26 Q. Amendment or Modification. This Agreement may be amended or modified only by
27 a written instrument signed by counsel for all Parties or their successors-in-interest.

1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibit
4 other than the representations, warranties and covenants contained and memorialized
5 in this Agreement and its Exhibit.

6 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate
8 this Agreement and to take all appropriate Action required or permitted to be taken by
9 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
10 documents required to effectuate the terms of this Agreement. The persons signing
11 this Agreement on behalf of Defendant represents and warrants that he/she is
12 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
13 warrants that he is authorized to sign this Agreement and that he has not assigned any
14 claim, or part of a claim, covered by this Settlement to a third-party.

15 T. No Public Comment: The Parties and their counsel agree that they will not issue any
16 press releases, initiate any contact with the press, respond to any press inquiry, or have
17 any communication with the press about the fact, amount, or terms of the Settlement
18 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
19 of its terms for any marketing or promotional purposes. Nothing herein will restrict
20 Class Counsel from including publicly available information regarding this settlement
21 in future judicial submissions regarding Class Counsel's qualifications and experience.
22 Further, Class Counsel will not include, reference, or use the Settlement Agreement
23 for any marketing or promotional purposes, either before or after the Motion for
24 Preliminary Approval is filed.

25 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
26 to the benefit of, the successors or assigns of the Parties, as previously defined.

- 1 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 W. Counterparts. This Agreement may be executed in one or more counterparts. All
4 executed counterparts and each of them shall be deemed to be one and the same
5 instrument provided that counsel for the Parties to this Agreement shall exchange
6 among themselves copies or originals of the signed counterparts.
- 7 X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
8 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
9 Settlement after extensive arms-length negotiations, taking into account all relevant
10 factors, present and potential.
- 11 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation, and enforcement of the terms of this
13 Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing and enforcing the settlement and all orders and judgments
16 entered in connection with this Agreement.
- 17 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
18 the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this
20 Agreement valid and enforceable.
- 21 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
22 intend to pursue any claims against the Released Parties, including, but not limited to,
23 any and all claims relating to or arising from Plaintiff's employment with Defendant,
24 regardless of whether Class Counsel is currently aware of any facts or legal theories
25 upon which any claims or causes of action could be brought against Released Parties,
26 including those facts or legal theories alleged in the operative complaint in this Action.
27 The Parties further acknowledge, understand, and agree that this representation is
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1 essential to the Agreement and that this Agreement would not have been entered into
2 were it not for this representation.

3 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
4 certification for purposes of this settlement only.

5 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
6 Released Class Claims and Released PAGA Claims have merit and give rise to liability
7 on the part of Defendant. Defendant claim that the Released Class Claims and
8 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
9 is a compromise of disputed claims. Nothing contained in this Agreement and no
10 documents referred to and no action taken to carry out this Agreement may be
11 construed or used as an admission by or against the Defendant or Plaintiff or Class
12 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
13 specifically set forth herein, each Party shall be responsible for and shall bear its/his
14 own attorney's fees and costs.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 07/31/2026

Chris Vanderbeek
Chris Vanderbeek (Jul 31, 2026 17:02:22 PDT)

CHRISTOPHER VANDERBEEK

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

Matthew Bunting
OUTBACK CONTRACTORS, INC.

Mattie Bunting
Printed Name

Pres.
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: July 31, 2026

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Carolina Faccin, Esq.

7 Attorneys for Plaintiff and the Settlement Class
Members

8 DATED: _____

ZAKAY LAW GROUP, APLC

9 By: _____

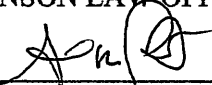
10 Shani O. Zakay, Esq.

11 Jackland K. Hom, Esq.

12 Attorneys for Plaintiff and the Settlement Class
Members

13 DATED: 8/5/26

SWANSON LAW OFFICE

14 By: 

15 Adam Pressman, Esq.

16 Attorneys for Defendant
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Christopher Vanderbeek v. Outback Contractors, Inc.,
Tehama County Superior Court Case No. 24CI-000225)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<__>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Tehama (the “Court”) has been reached between Plaintiff Christopher Vanderbeek (“Plaintiff”) and Defendant Outback Contractors, Inc. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons who are or previously were employed by Outback Contractors, Inc (“Outback Contractors”) in California and classified as non-exempt employees at any time during the period beginning August 30, 2020 through July 31, 2026 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On August 30, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Tehama. Plaintiff asserted claims that Defendant: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable

IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and (8) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203. On August 30, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On December 16, 2024, Plaintiff filed a separate representative action in the Tehama County Superior Court, Case No. 24CI-000327, for a single cause of action for violations of PAGA.

Defendant expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 1, 2026, the Parties participated in an all-day mediation with Sonya Goodwin, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on << INSERT PRELIMINARY APPROVAL DATE >>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Hundred Fifty-Five Thousand Dollars and Zero Cents (\$255,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed. Any funds not

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$5,490.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 33% of the Gross Settlement Amount (currently \$84,150.00) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$13,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$7,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all individuals who are or previously were employed by Outback Contractors in California and classified as a non-exempt employee commencing on August 30, 2023, through July 31, 2026 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty percent (40%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period August 30, 2020 through July 31, 2026).

Based on this information, your estimated Individual Settlement Payment is << ____ >>.

Defendant's records reflect that you have << ____ >> pay periods worked during the PAGA Period (August 30, 2023 through July 31, 2026).

Based on this information, your estimated Aggrieved Employee Payment is << ____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Christopher Vanderbeek v. Outback Contractors, Inc.*, currently pending in Superior Court of Tehama, Case No. 24CI-000225. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Christopher Vanderbeek v. Outback Contractors, Inc., Tehama County Superior Court, Case No. 24CI-000225***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
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3110 Camino Del Rio S, Suite 308
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Email: shani@zakaylaw.com

Counsel for Defendant:

Adam Pressman, Esq.
Swanson Law Office.

2515 Park Marina Drive, Suite 102,
Redding CA, 96001
T: 530-225-8773
F: 530-232-2772
kat@jswansonlaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Tehama County Superior Court, Department 5, located at 1740 Walnut Street, Red Bluff, CA 96080 before Judge Matthew C. McGlynn. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Christopher Vanderbeek v. Outback Contractors, Inc., Tehama County Superior Court, Case No. 24CI-000225***, Settlement Administrator, 20371 P.O. Box 54668, Irvine, CA 92619 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.