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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

LUTOVIO J. IULIANO, on behalf of the
 general public as private attorney general,

Plaintiff,

vs.

WORLDWIDE FLIGHT SERVICES, INC., a
 Delaware Corporation; WFS EXPRESS, INC.,
 a Delaware Corporation and DOES 1-50,
 inclusive,

Defendant.

ROBERT WINIECKI, an individual, on behalf
 of himself and all others similarly situated,

Plaintiff,

v.

WFS EXPRESS, INC., a Delaware corporation;
 and DOES 1 TO 50,

Defendant.

Case No. 34-2023-00337627
 [Hon. Lauri A. Damrell, Dept. 28]

**SETTLEMENT AGREEMENT AND
 STIPULATION TO RESOLVE CLASS
 ACTION AND PAGA CLAIMS**

Complaint Filed: April 7, 2023

Case No. 24CV003061; filed in Sacramento
 County on February 20, 2024

Removed to United States District Court Eastern
 District of California, Case No. 2:24-cv-00933-
 DAD-CKD

1
2 Defendant.

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5 TERRY SNIPES, an individual, on behalf of
himself and all others similarly situated,

6 Plaintiff,

7 v.

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9 WORLDWIDE FLIGHT SERVICES, INC.,
a Delaware Corporation; WFS EXPRESS,
10 INC., a Delaware Corporation and DOES 1-
50, Inclusive,

11 Defendant.
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Case No. CGC-25-622515; filed in San
Francisco County on February 18, 2025

removed to the United States District Court of
California; Case No. 25-cv-03412-MMC

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28 WFS EXPRESS, INC.

This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (“the Agreement”) is entered into by and between Plaintiffs Lutovio J. Iuliano (“Iuliano”), Terry Snipes (“Snipes”), and Robert Winiecki (“Winiecki”), (collectively, “Plaintiffs”), on the one hand, and Defendant WFS Express, Inc. (“Defendant”), on the other, to resolve: (i) *Iuliano v. WFS Express, Inc. et al.*, (PAGA Action) (Sacramento County Superior Court, Case No. 034-2023-00337627-CU-OE-GDS) (“the Iuliano Action”); (ii) *Winiecki v. WFS Express, Inc. et al.*, (Class Action) (United States District Court for the Eastern District of California, Case No. 2:24-cv-00933-DAD-CKD) (“the Winiecki Action”); (iii) *Snipes v. WFS Express, Inc. et al.* (Class Action) (United States District Court for the Northern District of California, Case No. 25-cv-03412-MMC) (“the Snipes Action”); and (iv) any and all claims, known or unknown, by Iuliano, Snipes,¹ Winiecki,² and against Defendant.

DEFINITIONS

1. **“Actions”** means the Iuliano Action, the Winiecki Action, and the Snipes Action, collectively.

2. **“Aggrieved Employees”** means all current and former non-exempt employees of Defendant in the State of California during the PAGA Period.

3. **The “Agreement” or the “Settlement”** mean this “Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims.”

4. **“Attorneys’ Fees and Costs”** means the amount authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and resolution of the Actions, in the amount that does not exceed 35 % of the GSA (as defined below), or Nine Hundred Forty-Five Thousand Dollars and Zero Cents (\$945,000.00); and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the Actions, in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00).

¹ Snipes does not provide a general release of claims in connection with this Class/PAGA Agreement. Snipes shall execute a separate Confidential Individual Settlement Agreement, entered into concurrently with the Agreement.

² Winiecki does not provide a general release of claims in connection with the Agreement. Winiecki shall execute a separate Confidential Individual Settlement Agreement, entered into concurrently with the Agreement.

5. **“Class Counsel”** means James Hawkins APLC, Melmed Law Group P.C., The Markham Law Firm, and United Employees Law Group, collectively.

6. **“Class”** or **“Class Members”** means all current and former non-exempt employees of Defendant in the State of California during the Class Period.

7. **“Class List”** means a list of Class Members that (i) identifies each Class Member by name, Social Security Number, and last known address, and (ii) specifies the number of Workweeks for said Class Member.

8. **“Class Notice”** means the Notice of Class Action Settlement, attached hereto as **Exhibit A**, or a substantially similar notice approved by the Court.

9. **“Class Period”** means the period from February 20, 2020, to and including March 13, 2026.

10. **“Class Representatives”** means Iuliano, Snipes, and Winiecki, collectively.

11. **“Court”** means the Sacramento County Superior Court, where the Iuliano Action is pending.

12. **“Defendant”** means WFS Express, Inc.

13. **“Defense Counsel”** means Fisher & Phillips LLP.

14. **“Effective Date”** means the effective date of the Agreement, which shall be the later of (i) if no Participating Class Member objects to the Settlement, or if all objections to the Settlement have been formally withdrawn by the time of the Final Order and Judgment, the day the Court enters Judgment; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in the Agreement.

15. **“Employer’s Taxes”** means Defendant’s share of the payroll taxes associated with the wage portion of the Individual Settlement Payments, which Defendant shall pay separately from the GSA.

16. **“Enhancement Award”** means the amount the Court authorizes to be paid to each of

the Plaintiffs in addition to their Individual Settlement Payment, in recognition of their effort and work in prosecution of the Actions, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for each Plaintiff.

17. **“Final Approval Hearing”** means the hearing on the Final Hearing Date for the Motion for Final Approval of the Settlement.

18. **“Final Hearing Date”** means the date set by the Court for the hearing on the Motion for Final Approval of the Settlement.

19. **“Final Order and Judgment”** means the proposed order granting the Motion for Final Approval of the Settlement and the separate proposed judgment based thereon, which Plaintiffs shall submit to the Court with the Motion for Final Approval of the Settlement.

20. **“General Release”** means the general release of all claims by Plaintiff Iuliano, as set forth in Paragraph 64, *infra*.

21. **“Gross Settlement Amount”** or **“GSA”** means the total settlement payment Defendant has agreed to make under the Agreement. The GSA is Two Million Seven Hundred Thousand Dollars and Zero Cents (\$2,700,000.00).

22. **“Individual PAGA Payment”** means a payment to an Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in the Agreement.

23. **“Individual Settlement Payment”** means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee, as set forth in the Agreement, and consists of the Participating Class Member Payment and the Individual PAGA Payment, if eligible.

24. **“LWDA”** means the Labor and Workforce Development Agency.

25. **“LWDA Payment”** means 75% of the PAGA Settlement Amount, One Hundred One Thousand Two Hundred Fifty Dollars and Zero Cents (\$101,250.00), which shall be paid to the LWDA.

26. **“Named Plaintiffs”** means Iuliano, Snipes, and Winiecki, collectively.

27. **“Notice Period”** means the time period commencing on the date the Class Notice is mailed to Class Members and Aggrieved Employees and ending 60 days thereafter, unless a notice

is remailed to a Class Member or Aggrieved Employee, in which case the Notice Period shall end either 60 days after mailing or 15 days after remailing, whichever is later.

28. **“Net Settlement Amount”** or **“NSA”** means the settlement amount to be distributed to Participating Class Members, which is the GSA less the Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Settlement Amount, and Settlement Administration Costs.

29. **“Operative Complaints”** means (i) the PAGA Representative Action Complaint Pursuant to the Private Attorneys General Act, filed in the Iuliano Action on April 7, 2023, (ii) the Class Action Complaint, filed in the Snipes Action on February 18, 2025, and (iii) the First Amended Class and PAGA Representative Action Complaint, filed in the Winiecki Action on August 1, 2024,

30. **“PAGA Actions”** means the Iuliano Action and Winiecki Action, collectively.

31. **“PAGA Payment”** means 25% of the PAGA Settlement Amount, Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00), which shall be allocated to the Aggrieved Employees.

32. **“PAGA Settlement Amount”** means the amount of One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), which represents the portion of the GSA allocated to the settlement of the PAGA Claims. The PAGA Settlement Amount shall be paid from the GSA and shall be allocated as set forth in the Agreement.

33. **“PAGA Notices”** means the letters sent by the Named Plaintiffs to the LWDA, pursuant to Labor Code section 2699.3, specifically (i) the PAGA Notice dated January 31, 2023 by Iuliano, (ii) the PAGA Notice dated February 20, 2024, by Winiecki, (iii) any amended PAGA notice and/or LWDA letter dated on or about June 29, 2026, and (iv) any letter from any of the Named Plaintiff to the LWDA.

34. **“PAGA Period”** means the period from January 31, 2022, until March 13, 2026.

35. **“Parties”** means the Defendant and the Named Plaintiffs, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a **“Party.”**

36. **“Participating Class Member”** means each Class Member who has not timely opted out of the Settlement pursuant to the Agreement.

37. **“Participating Class Member Payment”** means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive from the NSA, to be calculated in accordance with the conditions set forth in Paragraph 55.f., *infra*, inclusive of the employee’s share of taxes and withholdings on the wage portion of the Participating Class Member Payment.

38. **“Pay Period”** means two calendar weeks worked by any Aggrieved Employee during the PAGA Period.

39. **“Preliminary Approval Order”** means an order from the Court granting the Motion for Preliminary Approval of the Settlement.

40. **“Released Class Claims”** means all claims alleged to have occurred during the Class Period that (i) arise from the facts, matters, transactions or occurrences alleged in the Actions, Operative Complaints, PAGA Actions, and/or PAGA Notices or that could have been alleged in the Actions, Operative Complaints, PAGA Actions, and/or PAGA Notices based on such facts; and/or (ii) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, to include, but are not limited to, claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock (including time responding to work communications, going through security, waiting in line to clock in or out, and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks where employees are free to leave the premises or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements including failure to list the correct employer on wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to pay wages, including overtime wages at the regular rate; failure to pay meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at the regular rate; failure to provide supplemental paid sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226.3, 226.7, 246, 351, 432, 510, 512, 516, 551, 552, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802; 2698; any and all allegations and claims pled in the PAGA Notices and the Operative Complaints; and related violations of the applicable California Wage Orders including Wage Orders 4-2001, and

9-2001 and California Code of Regulations, Title 8, section 11000 *et seq.* Excluded from the definition of the Released Class Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside the Class Period.

41. **"Released PAGA Claims"** means claims for penalties under the Private Attorneys' General Act of 2004, codified at California Labor Code § 2698, *et seq.*, that during the PAGA Period (i) arise from the facts, matters, transactions or occurrences alleged in the PAGA Actions and/or PAGA Notices or that could have been alleged in the PAGA Actions and/or PAGA Notices based on such facts; and/or (ii) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Actions. Without limiting the foregoing, the Released PAGA Claims include, but are not limited to, claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock (including time responding to work communications, going through security, waiting in line to clock in or out, and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks where employees are free to leave the premises or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements including failure to list the correct employer on wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to pay wages, including overtime wages, at the regular rate; failure to pay meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at the regular rate; failure to provide supplemental paid sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226.3, 226.7, 246, 351, 432, 510, 512, 516, 551, 552, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802; 2698; any and all allegations and claims pled in the PAGA Notices and the Operative Complaints; and related violations of the applicable California Wage Orders including Wage Orders 4-2001, and 9-2001 and California Code of Regulations, Title 8, section 11000 *et seq.* Excluded from the definition of the Released PAGA Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for

1 retaliation, discrimination or harassment, and any claims outside the PAGA Period.

2 42. “**Released Parties**” means and includes Defendant and its respective current and
3 former parents, predecessors or successors, holding companies, owners, subsidiaries, divisions, and
4 affiliated or related persons or entities, and each of their respective officers, directors, managers,
5 employees, insurers, partners, shareholders, members, attorneys, agents, executors, and assigns.

6 43. “**Settlement Administration Costs**” means the costs of settlement administration,
7 including costs of notice to Class Members, distributing settlement payments, and any other fees
8 and costs incurred or charged by the Settlement Administrator in connection with the execution of
9 its duties under this Settlement.

10 44. “**Settlement Administrator**” means Apex Class Action Administrators, or such other
11 third-party administrator chosen by the Parties and approved by the Court.

12 45. “**Settlement Class**” means all Participating Class Members.

13 46. “**Workweek**” means a calendar-year week worked by any Class Member during the
14 Class Period.

15 **RECITALS**

16 47. On January 31, 2023, Iuliano submitted a PAGA Notice to the LWDA.

17 48. On April 7, 2023, Iuliano filed the Iuliano Action.

18 49. On February 20, 2024, Winiecki submitted a PAGA Notice to the LWDA.

19 50. On March 25, 2024, Defendant removed a state court action previously filed by
20 Winiecki to the United States District Court for the Eastern District of California, pending as the
21 Winiecki Action.

22 51. On April 17, 2025, Defendant removed a state court action previously filed by Snipes
23 to the United States District Court for the Northern District of California, pending as the Snipes
24 Action.

25 52. The Parties have agreed to file an Amended Complaint in the Iuliano Action as the
26 Operative Complaint therein, to include all the claims and allegations from all three actions and all
27 of the Released Class Claims and Released PAGA Claims. The Actions and PAGA Actions allege
28 that Defendant violated various wage-and-hour laws, including: (1) failure to pay wages including

1 overtime as required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required
2 by Labor Code §§ 226.7, 512 and IWC Wage Orders; (3) failure to provide rest periods as required
3 by Labor Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203; (5)
4 failure to timely pay wages during employment required by Labor Code § 204; (6) failure to provide
5 accurate wage statements required by Labor Code §§ 226, 226.3, 558.1; (7) fees on use of pay cards,
6 in violation of Labor Code §§ 212 and 213; (8) failure to accurately record and pay sick leave as
7 required by Labor Code § 246; (9) failure to reimburse necessary business expenses; (10) violation
8 of Business & Professions Code § 17200, et seq; and (11) penalties pursuant to the California Private
9 Attorneys General Act.

10 53. The Parties agreed to attend a full-day mediation on December 1, 2025, with neutral
11 Daniel J. Turner, Esq. (the “**Mediator**”), a respected mediator of complex wage-and-hour actions.

12 54. In preparation for the mediation, Defendant provided Class Counsel with time and
13 payroll records and relevant policies for Class Members and Aggrieved Employees during the Class
14 Period and PAGA Period, respectively.

15 55. On December 15, 2025, the mediation was held, though an immediate settlement was
16 not reached. Subsequently, through the assistance of the Mediator, the Parties continued settlement
17 discussions and the Parties reached a settlement on February 13, 2026, on the terms set forth as
18 memorialized in the Agreement. Settlement discussions were conducted at arm’s length, and the
19 Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and
20 exposure in relation to the costs and risks associated with continued litigation of the Actions. In
21 connection with the Settlement, the Parties have agreed, *inter alia*, to file an Amended Complaint
22 in the Iuliano Action to include all of the Released Class Claims.

23 56. Defendant denies that it engaged in any wrongdoing or has any liability of any kind,
24 associated with the claims made and allegations asserted in the Operative Complaints and the PAGA
25 Notices. Defendant contends that it has complied with both federal and state wage-and-hour laws,
26 and all other laws regulating its employment relationship with the Class Members and the Aggrieved
27 Employees, including the Named Plaintiffs.

28 57. Class Counsel has investigated the facts relating to the Actions. Based on the

1 documents and data produced, as well as Class Counsel's own independent investigation and
2 evaluation, Class Counsel believes that the Agreement is fair, reasonable, and adequate, and in the
3 best interest of the Class in light of all known facts and circumstances, including the risk of
4 significant delay and defenses asserted to the merits of the Actions. While Defendant specifically
5 denies any liability in the Actions, Defendant has agreed to enter into the Agreement to avoid the
6 costs associated with defending the Actions.

7 58. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
8 any other pending matters or actions asserting claims that shall be extinguished or affected by the
9 Agreement.

10 TERMS AND CONDITIONS

11 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
12 warranties set forth herein, and intending to be legally bound and acknowledging the sufficiency of
13 the consideration and undertakings set forth herein, Named Plaintiffs, individually and on behalf of
14 the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
15 California, on one hand, and Defendant, on the other, agree that the Actions shall be and are finally
16 and fully compromised and settled on the following terms and conditions:

17 59. Non-Admission of Liability. The Parties enter into the Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
19 litigation. In entering into the Agreement, Defendant and the other Released Parties do not admit,
20 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
21 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
22 requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
24 or the Aggrieved Employees. Neither the Agreement, nor any of its terms or provisions, nor any of
25 the negotiations giving rise to it, shall be construed as an admission or concession by Defendant or
26 any of the other Released Parties of any such violations or failures to comply with any applicable
27 law. Except as necessary in a proceeding to enforce the terms of the Agreement, the Agreement and
28 its terms and provisions shall not be offered or received as evidence in any action or proceeding to

1 establish any liability or admission on the part of Defendant or to establish the existence of any
2 condition constituting a violation of, or non-compliance with, federal, state, local or other applicable
3 law.

4 60. Consolidated Action in Sacramento County Superior Court. Named Plaintiffs agree
5 to take all actions necessary to amend and/or consolidate the Actions in Sacramento County Superior
6 Court under the Iuliano Action, including, but not limited to, filing a stipulation seeking leave of
7 court to file an Amended Complaint to include all of the Released Class Claims.

8 61. Conditional Nature of Settlement. For settlement purposes only, the Parties agree that
9 (i) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section
10 382, and (ii) the Actions may proceed as a PAGA representative action.

11 a. The Parties intend the Agreement to be contingent upon the preliminary and
12 final approval of each and every term of the Agreement, without material modification. The Parties
13 and their respective counsel shall use their respective best efforts to obtain Court approval and
14 implement the Agreement in accordance with its terms. If the Court does not approve the
15 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
16 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
17 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
18 Parties intend the Agreement to become null and void, and unenforceable, in which event the
19 settlement terms set forth in the Agreement, including any modifications made with the consent of
20 the Parties, and any action taken or to be taken in connection with the Agreement shall be terminated
21 and shall become null and void and have no further force or effect, and the class certified for
22 settlement purposes pursuant to the Agreement shall be decertified for all purposes.

23 b. In the event the Court does not grant preliminary or final approval of the
24 Agreement, or in the event that the Agreement shall terminate or the settlement embodied in the
25 Agreement does not become effective for any reason, the Agreement and all negotiations, court
26 orders and proceedings relating to the Agreement shall be without prejudice to the rights of the
27 Named Plaintiffs, Class Members, Aggrieved Employees, and Defendant, each of whom shall be
28 restored to their respective positions existing prior to the execution of the Agreement, and evidence

1 relating to the Agreement and all negotiations shall not be discoverable or admissible in the Actions
2 or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to
3 challenge the propriety of class certification and/or the Actions proceeding on a representative basis
4 for any purpose should the Court not grant preliminary or final approval of the Agreement.

5 62. Participating Class Members' Release. Upon Defendant's funding of the GSA and
6 Employer's Taxes to the Settlement Administrator, the Named Plaintiffs and all Participating Class
7 Members shall be deemed to have fully, finally, and forever released, settled, compromised,
8 relinquished and discharged any and all of the Released Parties from the Released Class Claims.

9 a. This release by the Named Plaintiffs and each Participating Class Member is
10 intended to settle any and all of the Released Class Claims that any of them may have against
11 Defendant or any of the Released Parties.

12 b. Because it is impossible or, at the very least, impracticable to have each Class
13 Member execute the Agreement, the Class Notice shall advise all Class Members of the binding
14 nature of the release and such notice shall have the same force and effect as if the Agreement were
15 executed by each Class Member.

16 63. Aggrieved Employees' Release. All Aggrieved Employees release the Released
17 Parties for the Released PAGA Claims in the PAGA Period. More specifically, in exchange for the
18 PAGA Settlement Amount, and upon funding of the GSA and Employer's Taxes to the Settlement
19 Administrator, all Aggrieved Employees, including but not limited to the Named Plaintiffs, as
20 representatives for the State of California, on behalf of their current, former, and future heirs,
21 executors, administrators, attorneys, agents, and assigns, shall be deemed to have fully, finally, and
22 forever released, settled, compromised, relinquished and discharged any and all of the Released
23 Parties from the Released PAGA Claims. The Aggrieved Employees and the State of California
24 shall be deemed, by operation of the Final Order and Judgment, to have agreed not to sue or
25 otherwise make a claim against Defendant or any of the Released Parties for the Released PAGA
26 Claims that arose during the PAGA Period.

27 64. General Release by Iuliano, (Only). Upon funding of the GSA and Employer's Taxes
28 to the Settlement Administrator, Iuliano, will be deemed to have fully, finally, and forever released,

1 settled, compromised, relinquished and discharged Defendant and the Released Parties, in addition
2 to the Released Class Claims, any other claims that Iuliano, now has or claims to have, or has ever
3 had or claimed to have, against Defendant and/or the Released Parties. Without limiting the
4 generality of the foregoing, Iuliano, specifically and expressly releases, to the maximum extent
5 permitted by law, any claims against Defendant and the Released Parties, arising out of or relating
6 to his employment or the termination of his employment with Defendant and any other of the
7 Released Parties. This general release by Iuliano, includes a waiver of his rights under Civil Code
8 Section 1542, which provides: “A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her favor at the time of executing the
10 release and that, if known by him or her, would have materially affected his or her settlement with
11 the debtor or released party.” Plaintiff Snipes does not release all claims (i.e., does not provide a
12 general release of claims or section 1542 waiver) via the Agreement as he is executing a separate
13 Confidential Individual Settlement Agreement with Defendant, which will provide a general release
14 of all claims. Plaintiff Winiecki does not release all claims (i.e., does not provide a general release
15 of claims or section 1542 waiver) via this Settlement Agreement as Winiecki is currently pursuing
16 individual claims against Defendant.

17 65. No Prior Assignments. The Named Plaintiffs represent and warrant that they have
18 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or
19 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
20 or rights released and discharged by the Agreement.

21 66. Settlement Payments and Calculation of Claims. Subject to final Court approval and
22 the conditions specified in the Agreement, and in consideration of the mutual covenants and
23 promises set forth in the Agreement, Defendant agrees to pay the GSA of Two Million Seven
24 Hundred Thousand Dollars and Zero Cents (\$2,700,000.00). The GSA includes, but is not limited
25 to, payments to be made to Participating Class Members, the Attorneys’ Fees and Costs, the
26 Enhancement Awards to the Named Plaintiffs, the PAGA Settlement Amount, and the Settlement
27 Administration Costs.

28 67. GSA Settlement Escalator. The Settlement is based on the representation that the

Class Members worked approximately 206,852 Workweeks as of October 18, 2025. In the event the qualifying Workweeks increase by more than 10%, Defendant shall have the option to either: (i) increase the GSA on a pro-rata basis equal to the percentage increase in the number of Workweeks above 10% (for example, if the number of Workweeks increases by 11%, the GSA shall increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of Workweeks plus 10% are covered by the Class Period.

68. Apportionment of GSA. The Parties agree, subject to Court approval and the conditions specified in the Agreement, that Defendant shall not be required to pay any amount over the GSA, apart from the Employer's Taxes, which shall be paid separate from and in addition to the GSA. The following table summarizes the allocation of the GSA:

- **\$135,000.00** for the PAGA Settlement Payment
 - **\$101,250.00** for the LWDA Payment
 - **\$33,750.00** for the Individual PAGA Payments
- **Up to \$945,000.00** for the Attorneys' Fees and **\$45,000.00** for Costs
- **Up to \$60,000.00**, collectively, for the \$15,000 Enhancement Awards for each of the Named Plaintiffs
- **Up to \$54,990.00** for the Settlement Administration Costs
- **Approximately \$1,460,010.00** for the Participating Class Member Payments

a. Class Counsel Attorneys' Fees and Costs: At the Final Approval Hearing, Class Counsel shall apply to the Court for an award of the Attorneys' Fees and Costs in the following amounts: (i) no more than thirty-five percent (35%) of the GSA which, unless escalated pursuant to Paragraph 64, *supra*, equals \$945,000.00; and (ii) actual costs incurred by Class Counsel not to exceed \$45,000.00. These fees and costs are included in, and shall be paid from, the GSA. Class Counsel shall be issued an IRS Form 1099 for any award of the Attorneys' Fees and Costs. Except as provided in this Paragraph, each party shall bear its own attorneys' fees, costs, and expenses

1 incurred in the prosecution, defense, or settlement of the Actions. If the Court awards Attorneys'
2 Fees and Costs in an amount less than that requested, any amount not awarded shall become part of
3 the Net Settlement Amount, and shall not be a reason to invalidate or effect any of the obligations
4 set forth in the Agreement.

5 b. Settlement Administrator Costs: At the Final Approval Hearing, Class
6 Counsel shall apply to the Court for approval of the Settlement Administration costs, currently
7 estimated to be \$54,990.00. These costs are included in, and shall be paid from, the GSA. If the
8 actual amount of the Settlement Administration Costs is less than \$54,990.00, the difference shall
9 become part of the NSA. If the Settlement Administration Costs exceed \$54,990.00, then such
10 excess shall be paid exclusively from the GSA, and Defendant shall not be responsible for paying
11 any additional funds, into the GSA or otherwise, in order to pay these additional costs.

12 c. Named Plaintiffs Enhancement Award: At the Final Approval Hearing, Class
13 Counsel shall apply to the Court for awards of up to \$15,000.00 for each of the Named Plaintiffs as
14 an Enhancement Award for their service and assuming the risks associated with this litigation, and
15 for the time spent in assisting Class Counsel to litigate the Actions. Defendant shall not oppose
16 such application. The Enhancement Award is included in, and shall be paid from, the GSA. The
17 Named Plaintiffs shall be issued IRS Forms 1099 for the Enhancement Award approved by the
18 Court. The Enhancement Award payable to each of the Named Plaintiffs shall be in addition to any
19 payment they may receive. If the Court awards less than the amount requested, any amount not
20 awarded shall become part of the NSA and shall not be a reason to invalidate or effect any of the
21 obligations set forth in the Agreement.

22 d. PAGA Settlement Amount: At the Final Approval Hearing, Class Counsel
23 shall apply to the Court for approval of the PAGA Amount of \$135,000.00 for claims for civil
24 penalties asserted under PAGA. Class Counsel shall submit notice of this Settlement to the LWDA,
25 as required by Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount
26 (\$101,250.00) shall be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25%
27 (\$33,750.00) shall be allocated to the Aggrieved Employees as the “**PAGA Payment**.” The portion
28 of the PAGA Payment allocated to each of the Aggrieved Employees shall be calculated using the

1 same formula as set forth in Paragraph 67.e, but shall be limited to Pay Periods worked during the
2 PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the
3 Settlement shall still be considered Aggrieved Employees for purposes of this Paragraph 56.d and,
4 therefore, shall (i) receive their Individual PAGA Payment; and (ii) release the Released PAGA
5 Claims against the Released Parties.

6 e. Individual Settlement Payments. The Individual Settlement Payments shall
7 consist of: (i) each Participating Class Member's Payment; and (ii) if applicable, each Aggrieved
8 Employee's Individual PAGA Payment.

9 i) Participating Class Member Payment: After deducting the approved
10 amounts specified in Paragraphs 56.a-d, *supra*, each Participating Class Member shall be entitled to
11 a *pro rata* portion of the remaining amount. Participating Class Member Payments shall be
12 calculated from the NSA based on the number of weeks worked by each Participating Class
13 Member, rounded up to the nearest whole week. All Class Members shall be deemed to have worked
14 during at least one week during the Class Period. Each Participating Class Member's Payment shall
15 be calculated by dividing the Participating Class Member's weeks worked in a non-exempt position
16 by the total number of weeks worked by all Class Members in a non-exempt position during the
17 Class Period and multiplying this figure by the NSA. The Class Notice shall include the number of
18 weeks that the Class Member worked during the Class Period and the amount the Class Member is
19 estimated to receive under the terms of the Settlement.

20 ii) Individual PAGA Payment: For each Aggrieved Employee, the
21 Individual Settlement Payment shall also include the Class Member's *pro rata* share of the PAGA
22 Payment, as set forth in Paragraph 56.d, *supra*.

23 f. Participating Class Member Payments shall be distributed only to
24 Participating Class Members. The portion of the NSA allocated to Class Members who opt out of
25 the Settlement shall be distributed to Participating Class Members on a *pro rata* basis, calculated
26 using the formula set forth in Paragraph 67.e, *supra*. Individual PAGA Payments shall be
27 distributed to all Aggrieved Employees.

28 g. The Parties agree that, under no circumstances shall Defendant be obligated

1 to pay any amount under the Agreement to any Class Member other than Participating Class
2 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
3 Member opt out. In addition, the Parties agree that, except as provided in Paragraph 53, *supra*,
4 under no circumstances shall Defendant be obligated to pay more than the GSA in full settlement
5 of the Actions.

6 69. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
7 Participating Class Members under the Agreement, including the Individual PAGA Payments made
8 to Aggrieved Employees, shall not be utilized to calculate any additional benefits under any benefit
9 plans to which any Participating Class Member or Aggrieved Employees may be eligible including,
10 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
11 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
12 that the Agreement shall not affect any rights, contributions, or amounts which any Participating
13 Class Member or Aggrieved Employee may be entitled to under any benefit plans.

14 70. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class
15 Members and Aggrieved Employees, shall be paid in a net amount after applicable state and federal
16 tax withholdings and payment of payroll taxes.

17 a. The Participating Class Member Payments shall be reported as follows: (i)
18 10% of the amount distributed to each Participating Class Member shall be considered wages, and
19 shall be reported as such to each Participating Class Member on a W-2 Form; (ii) 10% of the amount
20 distributed to each Participating Class Member shall be considered interest on the unpaid wages,
21 and (iii) approximately 80% to statutory penalties, and shall be reported as such to each Participating
22 Class Member on an IRS Form 1099.

23 b. Prior to mailing the Individual Settlement Payments, the Settlement
24 Administrator shall calculate, withhold from the Individual Settlement Payments, and remit to
25 applicable governmental agencies sufficient amounts as may be owed by Participating Class
26 Members for required withholdings and taxes, including all payroll taxes. The Settlement
27 Administrator shall issue appropriate tax forms to each Participating Class Member and Aggrieved
28 Employee consistent with the foregoing breakdown. The Parties understand that the Participating

1 Class Members and Aggrieved Employees who receive an Individual Settlement Payment, including
2 an Individual PAGA Payment, pursuant to the Agreement shall be solely responsible for any and all
3 tax obligations associated with such receipt.

4 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 74)
5 shall qualify as a settlement fund pursuant to the requirements of 26 U.S.C § 468(B)(g), as amended,
6 and 26 CFR § Section 1.468B-1, *et seq.* Furthermore, the Settlement Administrator is designated
7 as the “Administrator” of the qualified settlement funds for purposes of 26 CFR § 1.468B-2(k).
8 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
9 expenses arising from any income tax return or other reporting document that may be required by
10 the Internal Revenue Service or any state or local taxing body shall be paid from the Settlement
11 Fund.

12 d. All Parties represent and acknowledge that nothing in the Agreement
13 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
14 Named Plaintiffs, Participating Class Members, and Aggrieved Employees shall assume any such
15 tax obligations or consequences that may arise from the Agreement and Class Members shall not
16 seek any indemnification from the Parties or any of the Released Parties in this regard. In the event
17 that any taxing body determines that additional taxes are due from any Class Member or Aggrieved
18 Employee, including the Named Plaintiffs, such Class Member or Aggrieved Employee assumes all
19 responsibility for the payment of such taxes.

20 71. Notice Procedure. Within 21 calendar days after entry of the Preliminary Approval
21 Order, Defendant shall provide to the Settlement Administrator the Class List. Defendant shall
22 provide the Class List in an Excel file or other format reasonably acceptable to the Settlement
23 Administrator. The Settlement Administrator shall keep the Class List confidential, except it shall
24 be provided to Class Counsel upon request with Social Security Numbers and address information
25 redacted, and Class Counsel agrees to use such information only for the purposes described in the
26 Agreement.

27 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
28 search based upon the National Change of Address Database to update and correct any known or

1 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
2 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
3 of the Class List from Defendant, the Settlement Administrator shall send the Class Notice to each
4 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
5 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
6 undeliverable within 14 calendar days after mailing.

7 b. The Settlement Administrator shall re-mail any notice packet returned by the
8 United States Postal Service with a forwarding address on or before the expiration of the Notice
9 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
10 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
11 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
12 15 days from the date of the re-mailing to object, opt out, or dispute the Workweeks attributed to
13 him or her.

14 c. The Settlement Administrator shall use the appropriate skip tracing and
15 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
16 Class Members, and to re-mail the notice packets returned by the Postal Service without a
17 forwarding address upon locating new or alternate addresses after a reasonable search.

18 d. Class Counsel shall provide to the Court, in connection with seeking final
19 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
20 Class Notice was mailed to all Class Members as required by the Agreement, as well as any
21 additional information Class Counsel deems appropriate to provide to the Court in this regard.

22 72. Dispute Procedure. The Class Notice shall include a procedure by which a Class
23 Member may dispute the number of Workweeks allocated to the Class Member by submitting a
24 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
25 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
26 contain the following: (i) the Class Member’s full name and current address; (ii) the applicable
27 Action name and/or case number; (iii) the number of Workweeks the Class Member claims to be
28 correct; and (iv) documentary evidence sufficient to prove that Defendant’s calculation of the

1 Workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek
2 Dispute, the Settlement Administrator shall promptly serve Defense Counsel with a copy of the
3 Workweek Dispute and any accompanying papers. Defense Counsel or the Settlement
4 Administrator shall inform Class Counsel of any such dispute. No Workweek Dispute shall be
5 effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by
6 the Settlement Administrator as provided above. Defendant shall have the right to respond to the
7 Workweek Dispute by any Class Member. The Settlement Administrator shall also attempt to
8 resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be resolved amongst
9 the Parties, the Court shall make a final and binding determination of any unresolved dispute.

10 a. Within 14 calendar days after the close of the Notice Period, the Settlement
11 Administrator shall provide Class Counsel and Defense Counsel with a report listing the amount of
12 all Individual Settlement Payments, including Individual PAGA Payments, to be made to
13 Participating Class Members and Aggrieved Employees. The report to Class Counsel shall not
14 include the names, Social Security Numbers, or contact information of Participating Class Members
15 and Aggrieved Employees.

16 73. Opt-Out Procedure. Unless a Class Member opts out of the Settlement, the Class
17 Member shall be bound by the terms and conditions of the Agreement, including the release of the
18 Released Class Claims that arose during the Class Period. A Class Member shall not be entitled to
19 opt out of the Settlement unless the Class Member submits a valid opt-out request (“**Opt-Out**
20 **Request**”). A valid Opt-Out Request must: (i) contain the Class Member’s full name and current
21 address; (ii) the applicable Action name and/or case number; (iii) a statement clearly expressing the
22 Class Member’s desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so
23 that it is postmarked on or before the expiration of the Notice Period. Alternatively, a Class Member
24 may opt out in accordance with the Class Notice. Any Class Members who worked during the PAGA
25 Period and who opt out of the Settlement shall still be considered Aggrieved Employees for purposes
26 of the Agreement.

27 a. Upon receipt of any Opt-Out Request within the Notice Period, the
28 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-

out requirements of the Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Opt-Out Request shall be barred from opting out of the Settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it shall make reasonable attempts to contact the class member to cure the defect. The Settlement Administrator shall not consider any Opt-Out Request postmarked after the end of the Notice Period, but shall report its receipt of any such requests to Class Counsel and Defense Counsel. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who opted out of the Settlement to the parties and include this information in a Declaration regarding the distribution of the notice that shall be provided in support of Plaintiffs' Motion for Final Approval.

74. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and Defense Counsel) by the close of the Notice Period. Class Counsel shall ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Class Members who have not objected in writing may still appear and be heard at the Final Approval Hearing.

a. Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name and current address; (ii) a clear reference to the applicable Action by name and/or case number; and (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement. Alternatively, a Class

1 Member may object to the Settlement of the applicable class action in accordance with the Class
2 Notice. In addition, though not required, the Parties ask that any objecting Class Member also
3 include a statement of whether the objector intends to appear at the Final Approval Hearing, either
4 in person or through counsel and, if through counsel, a statement identifying that counsel by name,
5 bar number, address, and telephone number. In addition, Class Members may appear at the Final
6 Approval Hearing to state their objection even if they do not submit a written objection during the
7 Notice Period. Only Participating Class Members who have not opted-out of the Settlement can
8 object to the settlement.

9 b. Class Counsel or Defense Counsel may, up to five (5) court days before the
10 Final Approval Hearing, file responses to any written objections submitted to the Court.

11 c. Class Members who object to the Settlement shall remain Participating Class
12 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
13 remedy against Defendant and the other Released Parties. To the extent any Participating Class
14 Member objects to the Settlement and such objection is overruled in whole or in part, such
15 individuals shall be bound by the Court's Final Approval Order.

16 d. In the event that any person objects to or opposes the Settlement, or attempts
17 to intervene in or otherwise enter the Actions, the Parties and Class Counsel shall use their best
18 efforts to defend the Settlement.

19 e. A Class Member cannot both opt out and object to the Settlement. If a Class
20 Member both objects and opts out of the Settlement, the opt-out shall control and the objection shall
21 be deemed invalid.

22 75. Funding And Distribution Of Settlement.

23 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
24 Administrator shall provide a draft declaration to Class Counsel and Defense Counsel setting forth
25 the number of Participating Class Members and Aggrieved Employees, the identity of those
26 individuals who opted out of the Settlement, the total amount payable to all Participating Class
27 Members and Aggrieved Employees, the total PAGA Settlement Amount, Attorneys' Fees and
28 Costs, Enhancement Award, Settlement Administration Costs, NSA, and the appropriate applicable

1 employer's taxes for any portion of the Individual Settlement Payments designated as wages.

2 b. Within fourteen (14) calendar days after the Effective Date, Defendant shall
3 remit to the Settlement Administrator: (i) the GSA of \$2,700,000.00 and (ii) the employer's payroll
4 taxes for any portion of the Individual Settlement Payments designated as wages (collectively,
5 **"Settlement Fund"**). The delivery by Defendant of the Settlement Fund to the Settlement
6 Administrator shall constitute the full and complete discharge of the entire obligation of Defendant
7 under the Agreement, unless anything further is requested by the Settlement Administrator to ensure
8 timely and proper disbursement. No Released Party shall have any further obligation or liability to
9 the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel under
10 the Agreement, in connection with the claims released herein.

11 c. The distribution of Individual Settlement Payments to Participating Class
12 Members and Aggrieved Employees shall occur no later than ten (10) calendar days after receipt of
13 the Settlement Fund from Defendant (**"Settlement Proceeds Distribution Deadline"**). The
14 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
15 Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement
16 Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved
17 Employees by the Settlement Proceeds Distribution Deadline. No person shall have any claim
18 against the Settlement Administrator, Defendant, Class Counsel, Defendant's counsel, or any other
19 agent designated by the Named Plaintiffs or Class Counsel based upon the distribution of Individual
20 Settlement Payments made substantially in accordance with the Agreement or further orders of the
21 Court.

22 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the
23 Enhancement Awards shall occur no later than ten (10) calendar days after the Settlement
24 Administrator receives the Settlement Fund from Defendant.

25 e. If a Participating Class Member's or Aggrieved Employee's check is returned
26 to the Settlement Administrator, the Settlement Administrator shall make reasonable efforts to re-
27 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
28 expressly understood and agreed that the checks for the Individual Settlement Payments, including

1 the Individual PAGA Payments, shall become void and no longer available if not cashed within 180
2 calendar days after mailing. The funds from uncashed and voided checks shall be transferred to the
3 State of California's Unclaimed Property Fund in the name of the Participating Class
4 Member/Aggrieved Employee.

5 f. Defendant shall not be obligated to make any payments contemplated by the
6 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
7 Date of the Agreement.

8 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
9 Deadline, the Settlement Administrator shall provide written certification of completion of
10 settlement administration to Class Counsel and to Defendant's Counsel.

11 76. Binding Effect Of Agreement On Class Members. Subject to final Court approval
12 and the occurrence of the Effective Date, and unless otherwise provided in the Agreement, all
13 Participating Class Members shall be bound by the Agreement.

14 77. Binding Effect Of Agreement On Aggrieved Employees and State of California. The
15 Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed
16 by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
17 against Defendant or any of the Released Parties for any of the Released PAGA Claims and to be
18 bound by the release of the Released PAGA Claims during the PAGA Period as set forth in the
19 Agreement.

20 78. Provisional Approval Of Settlement. Named Plaintiffs shall file a motion in the
21 Actions requesting that the Court enter the Preliminary Approval Order within 21 days after
22 complete execution of the Agreement. Defendant shall not oppose Class Counsel's motion for
23 preliminary approval of the settlement so long as the motion and supporting papers are consistent
24 with the terms of the Agreement. Class Counsel shall provide Defendant a reasonable opportunity
25 to review the Preliminary Approval Motion before filing.

26 79. Non-Interference With Claims Procedure. The Parties and their counsel agree that
27 they shall not advise, solicit, or otherwise encourage any Class Members to submit requests for
28 exclusion or objections to the Settlement or, as to any Class Members or Aggrieved Employees, to

1 appeal from the Final Order or Final Judgment. Nothing in this Paragraph shall be construed to
2 restrict Class Counsel's ability to communicate with Class Members in accordance with Class
3 Counsel's ethical obligations owed to Class Members.

4 80. Final Order and Judgment. The Named Plaintiffs shall request that the Court enter,
5 after the Final Approval Hearing, a Final Order and Judgment. Named Plaintiffs shall request that
6 the Final Order and Judgment: (i) certify the Participating Class; (ii) find that the Agreement is fair,
7 just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved
8 Employees; (iii) list the employees (if any) who opted out of the settlement; (iv) order that the
9 Participating Class Members release the Released Parties from the Released Class Claims, and that
10 the Aggrieved Employees release the Released Parties from the Released PAGA Claims; (v) order
11 that the Aggrieved Employees and the State of California release the Released Parties from the
12 Released PAGA Claims as set forth in the Agreement (to the extent permitted by law); and require
13 the Parties to carry out the provisions of the Agreement.

14 81. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
15 settlement set forth in the Agreement does not become final, the settlement shall be null and void
16 and the orders, judgment, and dismissal to be entered pursuant to the Agreement shall be vacated,
17 and the Parties shall be returned to the status quo prior to entering the Agreement with respect to the
18 Actions, as if the Parties had never entered into the Agreement, and the class certified pursuant to
19 the Agreement shall be decertified for all purposes. In addition, in such event, the Agreement and
20 all negotiations, court orders, and proceedings relating to the Agreement shall be without prejudice
21 to the rights of any and all parties to the Agreement, and evidence relating to the Agreement and all
22 negotiations shall not be admissible or discoverable in the Actions or otherwise.

23 82. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not
24 publicize the filing of the Actions, the fact or details of the Settlement, the Agreement and its terms,
25 or the negotiations leading to the Agreement with anyone other than the Court, Class Members, or
26 those individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in
27 this Paragraph includes, but is not limited to: (i) publication by Named Plaintiffs or Class Counsel
28 on any website (including, without limitation, publishing on any Twitter account, Facebook, other

social media, or blog) of the amount or terms of the settlement, with or without identifying information; and (ii) the submission of information to Verdicts & Settlements, Jury Verdicts, or any other publication that summarizes the results of jury verdicts and settlements. Notwithstanding the foregoing, Class Counsel may include the basic settlement information on future qualification declarations of Class Counsel.

a. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of the Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the California Labor and Workforce Development Agency.

b. Notwithstanding the foregoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate the Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by the Agreement, including the Judgment entered by the Court.

c. The Named Plaintiffs and Class Counsel agree that all data and information informally produced by Defendant in connection with the settlement of these Actions shall be maintained in confidence, and shall not be shared with any other persons or entities.

83. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 81, *supra*, that are not agreed to by the Parties, either Party shall have the right to terminate the Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, Aggrieved Employee, Class Counsel, or the Named Plaintiffs. The Parties shall meet and confer in good faith and involve mediator Daniel J. Turner as necessary before exercising such right.

84. Modification In Writing. The Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to the Agreement and approved by the Court. The Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

85. Ongoing Cooperation. The Named Plaintiffs and Defendant shall execute all

documents and perform all acts necessary and proper to effectuate the terms of the Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator (Daniel J. Turner) and, if still unable to resolve their dispute, the Court.

86. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to the Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

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18 Facsimile: (858)597-9601

19 87. Binding on Successors. The Agreement shall be binding upon and shall inure to the
20 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
21 legal representatives.

22 88. Entire Agreement. The Agreement constitutes the full, complete, and entire
23 understanding, agreement, and arrangement between the Named Plaintiffs, the Class Members, and
24 the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the
25 settlement of the Actions (with the exception of the individual settlement agreement executed
26 concurrently between Defendant and Snipes). The Agreement supersedes any and all prior oral or
27 written understandings, agreements, and arrangements between the Parties with respect to the
28 settlement of the Actions. Except for those set forth expressly in the Agreement, there are no other
agreements, covenants, promises, representations or arrangements between the Parties with respect
to the settlement of the Actions, the Released PAGA Claims, and the Released Class Claims against
Defendant and its Released Parties. The Parties explicitly recognize California Civil Code section
1625 and California Code of Civil Procedure section 1856(a), which provide that a written
agreement is to be construed according to its terms, and may not be varied or contradicted by
extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall

1 modify, vary, or contradict the terms of the Agreement.

2 89. Execution In Counterparts. The Agreement may be signed in one or more
3 counterparts. All executed copies of the Agreement, and photocopies of the Agreement (including
4 DocuSign, facsimile and e-mail copies of the signature pages) shall have the same force and effect
5 and shall be as legally binding and enforceable as the original.

6 90. Captions. The captions and paragraph numbers in the Agreement are inserted for the
7 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
8 provisions of the Agreement.

9 91. Governing Law. The Agreement shall be interpreted, construed, enforced, and
10 administered in accordance with the laws of the State of California, without regard to conflict of law
11 rules.

12 92. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry
13 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
14 enforcing the terms of the Agreement pursuant to California Code of Civil Procedure section 664.6
15 and California Rules of Court, Rule 3.769(h).

16 93. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms
17 and conditions of the Agreement. Accordingly, the Agreement shall not be construed more strictly
18 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
19 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
20 Parties, all Parties have contributed to the preparation of the Agreement.

21 94. Representation and Warranties. Class Counsel and the Named Plaintiffs represent
22 and warrant to Defendant that they are not aware of any attorneys beyond those named as Class
23 Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by the
24 Agreement.

25 95. Authorization to Act. Each Party to the Agreement covenants and warrants that (i)
26 such Party has full power and authority to enter into and consummate all transactions, promises or
27 obligations contemplated by the Agreement and have duly authorized the execution, delivery, and
28 performance of the Agreement, and (ii) the person executing the Agreement for such Party has the

1 full right, power, and authority to enter into the Agreement on behalf of such Party, and the full
2 right, power, and authority to execute any and all necessary instruments in connection with the
3 Settlement, and to fully bind such Party to the terms and obligations of the Agreement.

4 96. Representation By Counsel. The Parties acknowledge that each of them has been
5 represented by their respective counsel throughout all negotiations that preceded the execution of
6 the Agreement, and that the Agreement has been executed with the consent and advice of their
7 respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there
8 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
9 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
10 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
11 Plaintiffs as provided by the Agreement.

12 97. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to request
13 to be excluded from the Class and not to object to any terms of the Agreement. Any such request
14 by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

15 98. No Reliance on Representations. The Parties have made such investigations of the
16 facts and the law pertaining to the matters described in the Agreement as they deem necessary, and
17 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
18 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
19 any of their rights or asserted rights, or with regard to the advisability of making and executing the
20 Agreement, or with respect to any such matters. No representations, warranties, or inducements
21 have been made to any Party concerning the Agreement.

22 99. No Collateral Attack. The Agreement shall not be subject to collateral attack by any
23 Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
24 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
25 for any reason to receive timely notice of the procedure for disputing the calculation of their
26 Individual Settlement Payment, or for opting out of the Settlement.

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IT IS SO AGREED:

Dated: 7/14/2026

PLAINTIFF LUTOVIO IULIANO

By: Lutovio J. Iuliano
1557E450CA4840D...
Lutovio Iuliano
Named Plaintiff

PLAINTIFF TERRY SNIPES

By: _____
Terry Snipes
Named Plaintiff

PLAINTIFF ROBERT WINIECKI

By: _____
Robert Winiecki
Named Plaintiff

DEFENDANT WFS EXPRESS, INC.

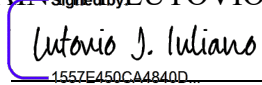
By: _____
Title: _____

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IT IS SO AGREED:

Dated: 7/14/2026

PLAINTIFF LUTOVIO IULIANO

By: 
Lutovio Iuliano

Named Plaintiff

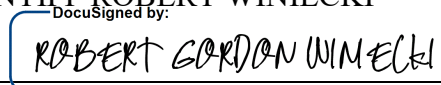
PLAINTIFF TERRY SNIPES

Dated: _____

By: _____
Terry Snipes
Named Plaintiff

PLAINTIFF ROBERT WINIECKI

Dated: 7/22/2026

By: 
Robert Winiecki
Named Plaintiff

Dated: _____

DEFENDANT WFS EXPRESS, INC.

By: _____

Title: _____

1 APPROVED AS TO FORM ONLY:

2 Dated: _____

THE MARKHAM LAW FIRM

3

4

By: _____

David R. Markham

Attorney for Snipes

5

6 Dated: 07.14.2026

JAMES HAWKINS APLC

7

8

By:  _____

Gregory Mauro

Attorney for Iuliano

9

10 Dated: _____

UNITED EMPLOYEES LAW GROUP

11

12

By: _____

Walter L. Haines

Attorney for Snipes

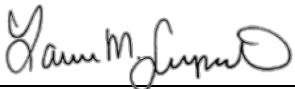
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14 Dated: July 22, 2026

MELMED LAW GROUP P.C.

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By:  _____

Attorney for Winiecki

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18 Dated: _____

FISHER & PHILLIPS LLP

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By: _____

James Fessenden

Attorney for Defendant

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IT IS SO AGREED:

PLAINTIFF LUTOVIO IULIANO

Dated: _____

By: _____
Lutovio Iuliano
Named Plaintiff

PLAINTIFF TERRY SNIPES

Dated: Jul 20, 2026

By: 
Terry Snipes (Jul 20, 2026 18:36:58 PDT)
Terry Snipes
Named Plaintiff

PLAINTIFF ROBERT WINIECKI

Dated: _____

By: _____
Robert Winiecki
Named Plaintiff

DEFENDANT WFS EXPRESS, INC.

Dated: _____

By: _____
Title: _____

1 APPROVED AS TO FORM ONLY:

2 Dated: 07/22/2026

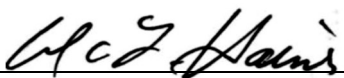
THE MARKHAM LAW FIRM

3 By: 
4 David R. Markham

5 Attorney for Snipes Dated: _____ JAMES HAWKINS APLC

6 By: _____
7 Gregory Mauro
8 Attorney for Iuliano

9 Dated: July 20, 2026 UNITED EMPLOYEES LAW GROUP

10 By: 
11 Walter L. Haines
12 Attorney for Snipes

13 Dated: _____ MELMED LAW GROUP P.C.

14 By: _____
15 Attorney for Winiecki

16 Dated: _____ FISHER & PHILLIPS LLP

17 By: _____
18 James Fessenden
19 Attorney for Defendant

1 APPROVED AS TO FORM ONLY:

2 Dated: _____

THE MARKHAM LAW FIRM

3

By: _____

4

David R. Markham

5

Attorney for Snipes

6 Dated: 07.14.2026

JAMES HAWKINS APLC

7

By:  _____

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Gregory Mauro

9

Attorney for Iuliano

10 Dated: _____

UNITED EMPLOYEES LAW GROUP

11

By: _____

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Walter L. Haines

13

Attorney for Snipes

14 Dated: _____

MELMED LAW GROUP P.C.

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By: _____

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Attorney for Winiecki

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18 Dated: _____

FISHER & PHILLIPS LLP

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By: _____

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James Fessenden

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Attorney for Defendant

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IT IS SO AGREED:

PLAINTIFF LUTOVIO IULIANO

Dated: _____

By: _____
Lutovio Iuliano
Named Plaintiff

PLAINTIFF TERRY SNIPES

Dated: _____

By: _____
Terry Snipes
Named Plaintiff

PLAINTIFF ROBERT WINIECKI

Dated: _____

By: _____
Robert Winiecki
Named Plaintiff

Dated: Aug 1, 2026

DEFENDANT WFS EXPRESS, INC.

Emily Sulem
By: _____
SVP Legal Americas
Title: _____

1 APPROVED AS TO FORM ONLY:

2 Dated: _____

THE MARKHAM LAW FIRM

3

4 By: _____
David R. Markham

5

6 Attorney for Snipes Dated: _____

JAMES HAWKINS APLC

7

8 By: _____
Gregory Mauro
Attorney for Iuliano

9

10 Dated: _____

UNITED EMPLOYEES LAW GROUP

11

12 By: _____
Walter L. Haines
Attorney for Snipes

13

14 Dated: _____

MELMED LAW GROUP P.C.

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17 By: _____
Attorney for Winiecki

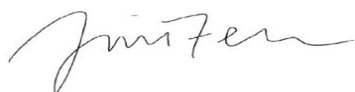
18 Dated: August 11, 2026

FISHER & PHILLIPS LLP

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22 By:  _____
James Fessenden
Attorney for Defendant

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Settlement Agreement

Final Audit Report

2026-08-01

Created:	2026-07-22
By:	Susan Valle (svalle@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe3tY5nIrzeuo2L9sdGghYKHyyi7rdDOv

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-  Document e-signed by Emily Somerville (emily.somerville@wfs.aero)
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