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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

DORA SHUL VASQUEZ, individually, and  
on behalf of all others similarly situated, and  
on behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act; JOSE FLORES, individually, and  
on behalf of all others similarly situated, and  
on behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act; JOSE ZAVALA, individually,  
and on behalf of all other similarly situated,  
and on behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act,

Plaintiff,

vs.

CASTLEROCK ENVIRONMENTAL, INC., a  
California Corporation; M2 BUILDING  
SOLUTIONS, INC., a California Corporation;  
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV14523

[Assigned for all purposes to Hon. Elaine Lu]

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

Complaint Filed: June 10, 2024  
Trial: None Set

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

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff DORA SHUL VASQUEZ, Plaintiff Jose Flores, and Plaintiff Jose Zavala (“Plaintiffs”) and Defendant CASTLEROCK ENVIRONMENTAL, INC. and Defendant M2 BUILDING SOLUTIONS, INC. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

### **1. DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Vasquez et al. v. Castlerock Environmental, Inc. et al.*, Case No. 24STCV14523 initiated on June 10, 2024, pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Castlerock Class Members” means all persons who worked for Defendant Castlerock in California as an hourly paid, non-exempt employee during the Class Period.
- 1.5. “M2 Class Members” means all persons who worked for Defendant M2 Building Solutions as an hourly paid, non-exempt employee during the Class Period, who did not sign an arbitration agreement.
- 1.6. “Class” or “Class Members” means Castlerock Class Members and M2 Class Members collectively.
- 1.7. “Class Counsel” means The Sentinel Firm, APC and Bibiyan Law Group, P.C.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and costs/expenses, respectively, incurred to prosecute the Action.

- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from June 10, 2020 through October 10, 2024, or as modified pursuant to Paragraph 8 of the Agreement.
- 1.14. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” means named Defendant CASTLEROCK ENVIRONMENTAL, INC. and Defendant M2 BUILDING SOLUTIONS, INC.
- 1.18. “Defense Counsel” means FISHER & PHILLIPS LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters

Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.23. “Gross Settlement Amount” means **Three Hundred And Nine Thousand Dollars and Zero Cents (\$309,000.00)** which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.

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

1.25. “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA



PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Group Members” means all persons who worked for Defendants in California as an hourly paid, non-exempt employee during the PAGA Period.
- 1.32. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendants for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period from June 7, 2023 through October 10, 2024 or as modified pursuant to Paragraph 8 of the Agreement.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.35. “PAGA Notices” means Plaintiffs’ letters to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a) (i.e., Plaintiff Vasquez’s June 7, 2024 letter; Plaintiff Flores’ October 3, 2024 letter; and Plaintiff Zavala’s October 10, 2024 letter).
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$30,000.00, allocated 25% to the PAGA Group Members (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Plaintiffs” means DORA SHUL VASQUEZ, JOSE FLORES, and JOSE ZAVALA, the named plaintiffs in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

- 1.42. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors, assigns, administrators, fiduciaries, trustees, principals, heirs, representatives, accountants, auditors, and consultants.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and PAGA Group Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

## 2. **RECITALS.**

2.1. On June 10, 2024, Plaintiff Vasquez commenced this Action by filing a Complaint alleging causes of action against Defendant Castlerock Environmental, Inc. for: (1) Violation of Labor Code §§ 204, 510, 1194, 1198 (Failure to Pay All Wages); (2) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (3) Violation of Labor Code § 226.7 (Failure to Provide Rest Periods); (4) Violation of Labor Code § 226, (Failure to Keep Accurate Itemized Wage Statements); (5) Violation of Labor Code §§ 201-203 (Failure to Pay Wages Upon Termination of Employment); (6) Violation of Labor Code § 2802 (Failure to Reimburse For Necessary Expenditures); and (7) Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business Practices). On August 14, 2024, Plaintiff Vasquez filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. On February 18, 2025, Plaintiffs filed a Second Amended Complaint adding Plaintiff Flores and Plaintiff Zavala as class and PAGA representatives and M2 Building Solutions, Inc. as a defendant. The Second

Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint and in the PAGA Notices, deny any failure to comply with the laws identified in the Operative Complaint and/or the PAGA Notices, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.3. On October 10, 2024, the Parties participated in an all-day mediation presided over by well-regarded mediator Marc Feder, Esq. and reached an agreement to settle the Action.

2.4. Prior to the mediation, Plaintiffs obtained, through informal discovery, documents, data, and information necessary to evaluate the claims in the Action, including a 20% sample of pay and time records for the Class. Plaintiffs’ investigations were sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. On October 30, 2024, The Sentinel Firm, APC and Bibiyan Law Group, P.C. entered a Joint Prosecution and Fee-Sharing Agreement.

2.6. The Court has not granted class certification.

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

### **3. MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promises to pay a maximum of \$309,000.00 as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the

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

3 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not  
4 more than \$7,500 each in addition to any Individual Class Payment and any Individual PAGA  
5 Payment the Class Representatives are entitled to receive as Participating Class Members.  
6 Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do  
7 not exceed this amount. Plaintiffs will seek Court approval for any Class Representative Service  
8 Payments in the Final Approval Motion. If the Court approves Class Representative Service  
9 Payments less than the amount requested, the Administrator will retain the remainder in the Net  
10 Settlement Amount. The Administrator will pay the Class Representative Service Payments using  
11 IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the  
12 Class Representative Service Payments, and agree to indemnify Defendants and hold them  
13 harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other  
14 actual or potential damages arising from Plaintiffs' obligations to pay taxes owed on the Class  
15 Representative Service Payments.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33%, which is  
17 currently estimated to be \$101,970.00 and a Class Counsel Litigation Expenses Payment of not  
18 more than \$20,000.00. Defendants will not oppose requests for these payments. Plaintiffs will  
19 seek Court approval for Class Counsel Fees Payment and Class Litigation Expenses Payment in  
20 the Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class  
21 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will  
22 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to  
23 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class  
24 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will  
25 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS  
26 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class  
27 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to  
28 indemnify Defendants and hold it harmless for any responsibility, liability, claim, complaint,

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

4 3.2.2.1. Class Counsel agree that any award of attorneys' fees that is recovered in  
5 connection with the resolution of this Action shall be divided between Co-  
6 Counsel as follows: 25% to Bibiyan Law Group, P.C. and 75% to The  
7 Sentinel Firm, APC.

8 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,950.00  
9 except for a showing of good cause and as approved by the Court. To the extent the  
10 Administration Expenses are less or the Court approves payment less than \$8,950.00, the  
11 Administrator will retain the remainder in the Net Settlement Amount. ILYM Group, Inc. has  
12 been selected as the Administrator, based upon its "not to exceed" bid of \$8,950.00.

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

17 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
18 Class Member's Individual Class Payment will be allocated to settlement  
19 of wage claims (the "Wage Portion"). The Wage Portion of each  
20 Individual Class Payment is subject to tax withholding and will be reported  
21 on an IRS W-2 Form. The 80% of each Participating Class Member's  
22 Individual Class Payment will be allocated to settlement of claims for  
23 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion  
24 of each Individual Class Payment is not subject to wage withholdings and  
25 will be reported on IRS 1099 Forms. Participating Class Members assume  
26 full responsibility and liability for any taxes owed on their Individual Class  
27 Payments, and agree to indemnify Defendants and hold it harmless for any  
28 responsibility, liability, claim, complaint, damages, penalties, interest or

any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

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

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Period Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Period Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments, and agree to indemnify Defendants and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

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

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Group Member Pay Periods. As of October 23, 2024, the number of Workweeks worked by 486 class members during the Class Period is estimated to be 10,600.

1 As of October 23, 2024, the number of Pay Periods worked by 313 aggrieved employees during the  
2 PAGA period is estimated to be 8,018.

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

14 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement  
15 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes as to the  
16 Wage Portion of the Gross Settlement Amount by transmitting the funds to the Administrator no later than  
17 fifteen (15) days after the Effective Date.

18 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants  
19 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,  
20 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the  
21 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class  
22 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel  
23 Litigation Expenses Payment and the Class Representative Service Payment shall not precede  
24 disbursement of Individual Class Payments and Individual PAGA Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
26 Individual PAGA Payments and send them to the Class Members via First Class  
27 U.S. Mail, postage prepaid. The face of each check shall prominently state the  
28 date when the check will be voided, which date shall be one hundred eighty (180)

1 days after the date of mailing. The Administrator will cancel all checks not cashed  
2 by the void date. The Administrator will send checks for Individual Settlement  
3 Payments to all Participating Class Members (including those for whom Class  
4 Notice was returned undelivered). The Administrator will send checks for  
5 Individual PAGA Payments to all PAGA Group Members including Non-  
6 Participating Class Members who qualify as PAGA Group Members (including  
7 those for whom Class Notice was returned undelivered). The Administrator may  
8 send Participating Class Members a single check combining the Individual Class  
9 Payment and the Individual PAGA Payment. Before mailing any checks, the  
10 Settlement Administrator must update the recipients' mailing addresses using the  
11 National Change of Address Database.

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

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

27 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
28 not obligate Defendants to confer any additional benefits or make any additional



1 payments to Class Members (such as 401(k) contributions or bonuses) beyond  
2 those specified in this Agreement.

3 **5. RELEASES OF CLAIMS.**

4 Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all  
5 employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class  
6 Members, and Class Counsel will release claims against all Released Parties as follows:

7 **5.1. Plaintiffs' Release.**

8 **5.1.1. Scope of Plaintiffs' Release.** Plaintiffs and their respective former and present  
9 spouses, representatives, agents, attorneys, heirs, administrators, successors, and  
10 assigns generally, release and discharge Released Parties from any and all of the  
11 claims, whether known or unknown, suspected or unsuspected, contingent or non-  
12 contingent, which now exist, or have existed, upon any theory of law or equity now  
13 existing, including, but not limited to, conduct that is negligent, intentional, with or  
14 without malice, or a breach of any duty, law or rule, without regard to the  
15 subsequent discovery or existence of such different or additional facts.  
16 Additionally, Plaintiffs release the Released Parties of all claims, charges,  
17 complaints, liens, demands, causes of action, obligations, damages and liabilities,  
18 known or suspected, arising from their employment with the Defendant, including,  
19 without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. §  
20 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the  
21 Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair  
22 Labor Standards Act (including the Equal Pay Act); (7) the California and the  
23 United States Constitution; (8) the California Labor Code; (9) the Family and  
24 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker  
25 Adjustment and Retraining Notification Act; (12) the Employee Retirement  
26 Income Security Act; (13) the Immigration Reform and Control Act; (14) the  
27 California Business and Professions Code, sections 17200, et seq.; (15) the  
28 California Government Code; and (16) the California Wage Orders (collectively

1 “Claim” or “Claims”) which Plaintiffs now have, own or hold, or claim to have,  
2 own or hold, or which Plaintiffs at any time had, owned or held, or claimed to  
3 have, own or hold against any of the Released Parties up to and including, as of the  
4 final approval of this Settlement Agreement. (Everything released based on the  
5 above as well as everything released as part of the Released Class Claims discussed  
6 below will be referred to as “Plaintiffs’ Release.”) Plaintiffs’ Release does not  
7 extend to any claims or actions to enforce this Agreement, or to any claims for  
8 vested benefits, unemployment benefits, disability benefits, social security benefits,  
9 workers’ compensation benefits that arose at any time. Plaintiffs acknowledge that  
10 Plaintiffs may discover facts or law different from, or in addition to, the facts or  
11 law that Plaintiffs now know or believe to be true but agrees, nonetheless, that  
12 Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding  
13 such different or additional facts or Plaintiffs’ discovery of them.

14 5.1.2. Plaintiffs’ Waiver of Rights Under California Civil Code § 1542. For purposes of  
15 Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights,  
16 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

20 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of  
21 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,  
22 successors, and assigns, release Released Parties from any and all claims, charges, complaints, liens,  
23 demands, causes of action, obligations, damages and liabilities, known or suspected, that each Settlement  
24 Class Member had, now has, or may hereafter claim to have against the Released Parties stated in the  
25 Plaintiffs’ Operative Complaint, raised by Plaintiffs to the LWDA (in the PAGA Notice or elsewhere), or  
26 that could have been stated based on the facts alleged in the Operative Complaint or PAGA Notice to the  
27 LWDA (“Released Class Claims”). The Released Class Claims include without limitation violations of  
28 Labor Code sections 90.5, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194,

1 1194.2, 1197, 1197.1, 1198, 2802; applicable IWC Wage Orders; Code of Regulations, Title 8, Section  
2 11000 et seq., and Business & Professions Code section 17200, et. seq. If Participating Class Members  
3 are also PAGA Group Members, they also hereby release the Released Parties, on behalf of themselves  
4 and their respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
5 and assigns, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,  
6 based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice, including  
7 without limitation any and all penalties based on claims of the Labor Code sections, IWC Wage Orders, or  
8 regulations cited above. Participating Class Members do not release any other claims, including claims for  
9 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
10 insurance, disability, social security, workers' compensation, or claims based on facts occurring outside  
11 the Class Period.

12 5.3. Release by Non-Participating Class Members Who Are PAGA Group Members: All Non-  
13 Participating Class Members who are PAGA Group Members are deemed to release, on behalf of  
14 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,  
15 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or  
16 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint  
17 and the PAGA Notices attached hereto as **Exhibit B**, including without limitation claims of alleged  
18 violations of Labor Code sections 90.5, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175,  
19 1194, 1194.2, 1197, 1197.1, 1198, 2802; applicable IWC Wage Orders; Code of Regulations, Title 8,  
20 Section 11000 et seq., and Business & Professions Code section 17200, et. seq.

21 **6. MOTION FOR PRELIMINARY APPROVAL.**

22 Plaintiffs shall prepare and file a motion for preliminary approval ("Motion for Preliminary  
23 Approval") that complies with the Court's current checklist for Preliminary Approvals.

24 6.1. Defendants' Declaration in Support of Preliminary Approval. Within seven (7) days of the  
25 full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed  
26 Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of  
27 interest with the Administrator that Defendants or Defense Counsel may have. In this Declaration,  
28 Defense Counsel shall aver that they are not aware of any other pending class action asserting claims that

1 will be extinguished or adversely affected by the Settlement.

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

21       6.3.   Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
22 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days  
23 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
24 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class  
25 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

26       6.4.   Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
28 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,

1 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or  
2 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense  
3 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,  
4 and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

5 **7. SETTLEMENT ADMINISTRATION.**

6 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve  
7 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be  
8 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange  
9 for payment of Administration Expenses. The Parties and their Counsel represent that they have no  
10 interest or relationship, financial or otherwise, with the Administrator other than a professional relationship  
11 arising out of prior experiences administering settlements.

12 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
13 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and  
14 federal tax authorities.

15 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
16 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

17 7.4. Notice to Class Members.

18 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
19 Administrator shall notify Class Counsel that the list has been received and state  
20 the number of Class Members, PAGA Members, Workweeks, and PAGA Pay  
21 Periods in the Class Data.

22 7.4.2. Using best efforts to perform as soon as possible, and in no event later than  
23 fourteen (14) days after receiving the Class Data, the Administrator will send to all  
24 Class Members identified in the Class Data, via first-class United States Postal  
25 Service ("USPS") mail, the Class Notice (with Spanish translation) substantially in  
26 the form attached to this Agreement as **Exhibit A**. The first page of the Class  
27 Notice shall prominently estimate the dollar amounts of any Individual Class  
28 Payment and/or Individual PAGA Payment payable to the Class Member, and the

number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

1 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class  
2 Settlement must send the Administrator, by fax, email, or mail, a signed written  
3 Request for Exclusion not later than forty-five (45) days after the Administrator  
4 mails the Class Notice or as otherwise extended for re-mailed Class Notices as  
5 described herein. A Request for Exclusion is a letter from a Class Member or  
6 his/her representative that reasonably communicates the Class Member's election  
7 to be excluded from the Settlement and includes the Class Member's name,  
8 address and email address or telephone number. To be valid, a Request for  
9 Exclusion must be timely faxed, emailed, or postmarked by the Response  
10 Deadline, subject to extension for remailed Class Notices as described herein.

11 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
12 fails to contain all the information specified in the Class Notice. The Administrator  
13 shall accept any Request for Exclusion as valid if the Administrator can reasonably  
14 ascertain the identity of the person as a Class Member and the Class Member's  
15 desire to be excluded. The Administrator's determination shall be final and not  
16 appealable or otherwise susceptible to challenge. If the Administrator has reason to  
17 question the authenticity of a Request for Exclusion, the Administrator may  
18 demand additional proof of the Class Member's identity. The Administrator's  
19 determination of authenticity shall be final and not appealable or otherwise  
20 susceptible to challenge.

21 7.5.3. Every Class Member who does not submit a timely and valid Request for  
22 Exclusion is deemed to be a Participating Class Member under this Agreement,  
23 entitled to all benefits and bound by all terms and conditions of the Settlement,  
24 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3  
25 of this Agreement, regardless whether the Participating Class Member actually  
26 receives the Class Notice or objects to the Settlement.

27 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
28 Non-Participating Class Member and shall not receive an Individual Class

1 Payment or have the right to object to the class action components of the  
2 Settlement. Because future PAGA claims are subject to claim preclusion upon  
3 entry of the Judgment, Non-Participating Class Members who are PAGA Group  
4 Members are deemed to release the claims identified in Paragraph 5.3 of this  
5 Agreement and are eligible for an Individual PAGA Payment.

6 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)  
7 days after the Administrator mails the Class Notice, or as otherwise extended for re-mailed  
8 Class Notices as described herein, to challenge the number of Workweeks and PAGA Pay  
9 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member  
10 may challenge the allocation by communicating with the Administrator via fax, email or  
11 mail. The Administrator must encourage the challenging Class Member to submit  
12 supporting documentation. In the absence of any contrary documentation, the  
13 Administrator is entitled to presume that the Workweeks contained in the Class Notice are  
14 correct so long as they are consistent with the Class Data. The Administrator's  
15 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall  
16 be final and not appealable or otherwise susceptible to challenge. The Administrator shall  
17 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods  
18 to Defense Counsel and Class Counsel and the Administrator's determination the  
19 challenges.

20 7.7. Objections to Settlement.

21 7.7.1. Only Participating Class Members may object to the class action components of  
22 the Settlement and/or this Agreement, including contesting the fairness of the  
23 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
24 Counsel Litigation Expenses Payment and/or Class Representative Service  
25 Payment.

26 7.7.2. Participating Class Members may send written objections to the Administrator, by  
27 fax, email, or mail. In the alternative, Participating Class Members may appear in  
28 Court (or hire an attorney to appear in Court) to present verbal objections at the



1 Final Approval Hearing. A Participating Class Member who elects to send a  
2 written objection to the Administrator must do so not later than the Response  
3 Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

4 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
5 components of the Settlement.

6 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
7 performed or observed by the Administrator contained in this Agreement or otherwise.

8 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post  
9 information of interest to Class Members including the date, time and location for  
10 the Final Approval Hearing and copies of the Settlement Agreement, the Class  
11 Notice, the Final Approval and the Judgment on the Administrator's website. The  
12 Administrator will also maintain and monitor an email address and a toll-free  
13 telephone number to receive Class Member calls, faxes and emails.

14 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
15 promptly review on a rolling basis Requests for Exclusion to ascertain their  
16 validity. Not later than five (5) days after the expiration of the deadline for  
17 submitting Requests for Exclusion, the Administrator shall email a list to Class  
18 Counsel and Defense Counsel containing (a) the names and other identifying  
19 information of Class Members who have timely submitted valid Requests for  
20 Exclusion ("Exclusion List"); (b) the names and other identifying information of  
21 Class Members who have submitted invalid Requests for Exclusion; (c) copies of  
22 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

23 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
24 reports to Class Counsel and Defense Counsel that, among other things, tally the  
25 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,  
26 Requests for Exclusion (whether valid or invalid) received, objections received,  
27 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks  
28 mailed for Individual Class Payments and Individual PAGA Payments ("Weekly

Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is

responsible for filing the Administrator's declaration in Court.

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

Based on its records, Defendants estimates that, as of October 23, 2024, the number of Workweeks during the Class Period is estimated to be 10,600. The parties stipulate to a 10% escalation of the estimated Workweeks in the final Workweeks' count at the end of the Class Period without any increase to the Gross Settlement Amount. If the number of actual Workweeks during the Class Period exceeds this 10% cushion above the estimated workweek total of 10,600 (i.e., exceeds 11,660 workweeks), Defendants may elect to either (1) purchase the additional workweeks above the 10% cushion (i.e. the weeks above the 11,660 total) at a pro rata rate, or (2) cut off the release period as of the date the 10% cushion is exhausted. If Defendants elects Option (1) from the previous sentence, Defendants shall increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of Workweeks in excess of 11,660 workweeks. For example, if there is a 1% increase over the 10% cushion, then the GSA increases by 1%. Defendants shall provide the estimated Workweeks total for the entire Class Period, (i.e. from June 10, 2020 through October 10, 2024) or through the date that falls five (5) days prior to filing preliminary approval motion, whichever date is earlier, to Plaintiff's counsel five (5) days prior to filing a motion for preliminary approval of this settlement for determining the exact release period for court approval in case the escalator clause is triggered.

**9. DEFENDANT'S RIGHT TO WITHDRAW**

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than five (5) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.**

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will

1 file in Court, a motion for final approval of the Settlement that includes a request for approval of the  
2 PAGA settlement under Labor Code § 2699(l), a Proposed Final Approval Order and a proposed  
3 Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to  
4 Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel  
5 and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to  
6 resolve any disagreements concerning the Motion for Final Approval.

7 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by  
8 a Participating Class Member, including the right to file responsive documents in Court no  
9 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered  
10 or accepted by the Court.

11 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
12 Approval on any material change to the Settlement (including, but not limited to, the scope  
13 of release to be granted by Class Members), the Parties will expeditiously work together in  
14 good faith to address the Court’s concerns by revising the Agreement as necessary to  
15 obtain Final Approval.

16 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
17 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for  
18 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
19 administration matters, and (iii) addressing such post-Judgment matters as are permitted by  
20 law.

21 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
22 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
23 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the  
24 Parties, their respective counsel, and all Participating Class Members who did not object to  
25 the Settlement as provided in this Agreement, waive all rights to appeal from the  
26 Judgment, including all rights to post-judgment and appellate proceedings, the right to file  
27 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The  
28 waiver of appeal does not include any waiver of the right to oppose such motions, writs or

appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **11. AMENDED JUDGMENT.**

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

## **12. ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiffs reserve

1 the right to move for class certification on any grounds available and to contest Defendants' defenses. The  
2 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will  
3 not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
4 Settlement and this Agreement).

5 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and  
6 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,  
7 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to  
8 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or  
9 generally, to any person, corporation, association, government agency, or other entity except: (1) to the  
10 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
11 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate  
12 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or  
13 subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each  
14 other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,  
15 Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any  
16 conversation or other communication, before the filing of the Motion for Preliminary Approval, any with  
17 third party regarding this Agreement or the matters giving rise to this Agreement except to respond only  
18 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
19 communications with Class Members in accordance with Class Counsel's ethical obligations owed to  
20 Class Members.

21 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
22 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
23 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate  
24 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

25 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
26 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
27 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
28 by any Party.

1           12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
2 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action  
3 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to  
4 execute any other documents reasonably required to effectuate the terms of this Agreement including any  
5 amendments to this Agreement.

6           12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
8 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by  
9 the Court. In the event the Parties are unable to agree upon the form or content of any document  
10 necessary to implement the Settlement, or on any modification of the Agreement that may become  
11 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court  
12 for resolution.

13           12.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
15 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released  
16 and discharged by the Party in this Settlement.

17           12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are  
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
19 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
20 amended) or otherwise.

21           12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
22 modified, changed, or waived only by an express written instrument signed by all Parties or their  
23 representatives, and approved by the Court.

24           12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
25 benefit of, the successors of each of the Parties.

26           12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
27 governed by and interpreted according to the internal laws of the state of California, without regard to  
28 conflict of law principles.

1           12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
2 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was  
3 the drafter or participated in the drafting.

4           12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
5 during Action and in this Agreement relating to the confidentiality of information shall survive the  
6 execution of this Agreement.

7           12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to  
8 Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by  
9 Defendants in connection with the mediation, other settlement negotiations, or in connection with the  
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in  
11 any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days  
12 after the date when the Court discharges the Administrator's obligation to provide a Declaration  
13 confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic  
14 versions of Class Data received from Defendant.

15           12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17           12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
18 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or  
19 federal legal holiday, such date or deadline shall be on the first business day thereafter.

20           12.17. Notice. All notices, demands or other communications between the Parties in connection  
21 with this Agreement will be in writing and deemed to have been duly given as of the third business day  
22 after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

23           To Plaintiffs:

24           Seung Yang (SBN 249857)  
25           seung.yang@thesentinelfirm.com  
26           Tiffany Hyun (SBN 311743)  
27           tiffany.hyun@thesentinelfirm.com  
28           **THE SENTINEL FIRM, APC**  
            355 S. Grand Ave., Suite 1450  
            Los Angeles, California 90071  
            Telephone: (213) 985-1150  
            Facsimile: (213) 985-2155



David D. Bibiyan (Cal. Bar No. 287811)  
david@tomorrowlaw.com  
Vedang Patel (Cal. Bar No. 328647)  
vedang@tomorrowlaw.com  
**BIBIYAN LAW GROUP, P.C.**  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

Lisa L. Peterson (SBN 292798)  
lpeterson@fisherphillips.com  
Josh Klein (SBN 322099)  
jdklein@fisherphillips.com  
**FISHER & PHILLIPS, LLP**  
2050 Main Street, Suite 1000  
Irvine, CA 92614

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

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

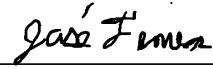
**IT IS SO AGREED.**

**Plaintiffs & Class Representatives:**

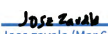
Dated: 03 / 06 / 2025

By:   
DORA SHUL VASQUEZ

Dated: 03 / 07 / 2025

By:   
JOSE FLORES


Dated: 03/06/2025

By:   
JOSE ZAVALA

**Plaintiffs' Counsel:**

1 Dated: March 6, 2025

**THE SENTINEL FIRM, APC**

2 By: 

3  
4 Seung Yang  
Tiffany Hyun  
5 Jessica Abreu

6 Attorneys for Plaintiffs DORA SHUL  
7 VASQUEZ and JOSE FLORES

8 Dated: 3/6/25

**BIBIYAN LAW GROUP, P.C.**

9 By: Vedang J. Patel

10 David D. Bibiyan  
11 Vedang Patel

12 Attorneys for Plaintiff JOSE ZAVALA

13 **Defendants:**

14 Dated: \_\_\_\_

**CASTLEROCK ENVIRONMENTAL INC.**

15 By: \_\_\_\_\_

16 Print Name

17 \_\_\_\_\_  
18 Signature

19 \_\_\_\_\_  
20 Title

21 Dated: \_\_\_\_

**M2 BUILDING SOLUTIONS, INC.**

22 By: \_\_\_\_\_

23 Print Name

24 \_\_\_\_\_  
25 Signature

1 Dated: \_\_\_\_

**THE SENTINEL FIRM, APC**

2 By: \_\_\_\_\_

3 Seung Yang  
4 Tiffany Hyun  
5 Jessica Abreu

6 Attorneys for Plaintiffs DORA SHUL  
7 VASQUEZ and JOSE FLORES

8 Dated: \_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

9 By: \_\_\_\_\_

10 David D. Bibiyan  
11 Vedang Patel

12 Attorneys for Plaintiff JOSE ZAVALA

13 **Defendants:**

14 Dated: ~~Mar~~ 5, 2025

**CASTLEROCK ENVIRONMENTAL INC.**

16 By: Russell D. Plejdrup

17 Print Name

18 Russell D. Plejdrup  
19 Russell D. Plejdrup (Mar 5, 2025 11:13 PST)

20 Signature

21 General Manager, C.O.O.

22 Title

23 Dated: ~~Mar~~ 5, 2025

**M2 BUILDING SOLUTIONS, INC.**

24 By: Russell D. Plejdrup

25 Print Name

26 Russell D. Plejdrup  
27 Russell D. Plejdrup (Mar 5, 2025 11:13 PST)

28 Signature

General Manager, C.O.O.

Title

**Defendants' Counsel:**

Dated: 3/6/25

**FISHER & PHILLIPS LLP**

By: Lisa Peterson

Lisa Peterson

Joshua D. Klein

Attorneys for Defendants

CASTLEROCK ENVIRONMENTAL, INC. and

M2 BUILDING SOLUTIONS, INC.