CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement") is made by and between Plaintiff Joey R. Lopez ("Plaintiff") and Defendant Asphalt Professionals, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant (collectively as "Parties," or individually as "Party").

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Joey R. Lopez v. Asphalt Professionals, Inc.,* initiated on November 14, 2024, in the Ventura County Superior Court, and assigned Case No. 2024CUOE023659.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties, Class Counsel, and Defense Counsel each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.

1.3. "Administration Expenses Payment" means the costs payable from the Gross Settlement Amount to the Administrator for administering this Settlement, including, but not limited to, translating the Class Notice from English to Spanish, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties and/or ordered by the Court.

1.4. "Class" means all non-exempt persons employed by Defendant who worked in California during the Class Period.

1.5. "Class Counsel" means Mehrdad Bokhour of Bokhour Law Group and Jonathan Melmed of Melmed Law Group P.C.

1.6. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and actual expenses, respectively, incurred to prosecute the Action.

1.7. "Class Data" means Class Member identifying information in Defendant's possession including the Class Members' name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

1.8. "Class Member(s)" or "Settlement Class Member(s)" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.9. "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.

1.10. "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 hereto as **Exhibit A** and incorporated by reference into this Agreement.

1.11. "Class Period" means the period beginning April 15, 2020 through January 31, 2026.

1.12. "Class Representatives" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as the Class Representatives.

1.13. "Class Representatives Enhancement Payment" means the amount to be paid to Plaintiff in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and the State of California, in exchange for providing a general release and waiver of rights under the California Civil Code section 1542.

1.14. "Court" means the Superior Court of California, County of Ventura.

1.15. "Defense Counsel" means the attorneys of Clark Hill LLP on behalf of Defendant.

1.16. "Effective Date" means the date by which 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 (i.e., sixty-one (61) days after notice of the Judgment is served); or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.19. "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.20. "Gross Settlement Amount" means the sum of Six Hundred and Thirteen Thousand Nine Hundred and Twenty-Five Dollars and Zero Cents ($613,925.00) to be paid jointly and severally by Defendant in full and final satisfaction of all claims arising from the Action, except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments to Participating Class Members, the Class Representative Enhancement Payments to Plaintiff, the Administration Expenses Payment to the Administrator, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

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

1.22. “Judgment” means the judgment entered by the Court upon granting Final Approval of the Settlement.

1.23. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Class Representatives’ Enhancement Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.24. “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.

1.25. “Operative Complaint” means Plaintiff’s Second Amended Class Action Complaint filed in this Action on November 14, 2024.

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

1.27. “Plaintiff” means Joey R. Lopez, the named Plaintiff in the Action.

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

1.29. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.

1.30. “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.

1.31. “Released Parties” means Defendant and all of their respective current and former companies, parents, subsidiaries, predecessors and successors, and their affiliated entities, and each of their respective spouses, owners, officers, managing agent(s) (as defined in subdivision (b) of Section 3294 of the Civil Code), directors, partners, members, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives. each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.32. “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.

1.33. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class 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 written objections to the Settlement. Class Members to whom Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.34. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.35. "Workweek(s)" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. Plaintiff Joey R. Lopez is a former employee of Asphalt Professionals, Inc.

2.2. On or about January 27, 2025, Plaintiff filed a Second Amended Class Action Complaint against Defendant alleging: (i) Failure to Pay All Minimum Wages (Labor Code §§ 1194(a), 1194.2(a), 1197, 1197.1, 1198, 1199); (ii) Failure to Pay All Overtime Violations (Labor Code §§ 510, 1194, 1199); (iii) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums (Labor Code § 226.7 and applicable Wage Orders); (iv) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums (Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198 and applicable Wage Orders); (v) Recordkeeping Violations (Labor Code § 226); (vi) Failure to Timely Pay Wages During Employment (Labor Code § 203, 204, 210); (vii) Failure to Timely Pay all Wages Earned and Unpaid at Separation of Employment (Labor Code §§ 201-203); (viii) Failure to Reimburse All Business-Related Expenses (Labor Code § 2802); (ix) Failure to Comply With Itemized Employee Wage Statement Provisions (Labor Code § 266(a), (e)); (x) Violation of Business and Professions Code § 17200. The Second Amended Complaint is the operative complaint in this Action (the "Operative Complaint").

2.3. On December 2, 2025, the Parties participated in an all-day mediation presided over by Steven G. Mehta, which did not end in an agreement to settle. However, on December 2, 2025, both Parties were provided with a mediator's proposal and on December 3, 2025, both Parties accepted the Mediator's proposal, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including applicable written policies, the employee handbook in effect during the Class Period, Plaintiff's complete personnel files, and a sample of corresponding payroll records for Class Members. The Parties agree that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.5. Class Counsel has conducted a thorough investigation into the facts of the Action. The Class Representatives have vigorously prosecuted this case, and the Defendant has vigorously contested it. The Court has not granted class certification in the Action.

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

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise stated in Paragraph 4.1 below, Defendant promises to pay the total gross amount of Six Hundred and Thirteen Thousand Nine Hundred and Twenty-Five Dollars and Zero Cents ($613,925.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 below. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class 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 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff. Class Representative Service Payments to Class Representative of not more than Twelve Thousand Dollars and Zero Cents ($12,000.00) (in addition to any Individual Class Payment the Class Representative is entitled to receive as Participating Class Members) to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class Members, the State of California, and in exchange for providing a general release and waiver of rights under the California Civil Code § 1542. Defendant will not oppose Plaintiff's request for a Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representatives Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representatives Service Payment that is less than the requested amount, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representatives' Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative's Service Payment and agree to defend and hold Defendant harmless and indemnify Defendant in the event of any dispute or controversy regarding all payments under this Agreement, including, but not limited to, the Class Representative Service Payment.

3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than $204,641.67 (representing 33.33% of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents ($30,000.00). Defendant will not oppose requests for these payments provided that the requests do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, which will be filed no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and the Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction by the Court of the Class Counsel Fees Payment and/or Class Counsel Expenses Payment shall not be grounds to nullify this Agreement.

3.2.3. To the Administrator. An Administrator Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents ($16000.00) except for a showing of good cause and as approved by the Court. To the extent actual Administration Expenses are greater than $6,000.00, such excess amount, if approved, will be deducted from the Gross Settlement Amount, subject to the Court's approval. To the extent actual Administrator's expenses are less or the Court approves payment less than $6,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution on a pro rata basis to Participating Class Members.

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

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

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.

4. SETTLEMENT DATA, FUNDING, AND PAYMENTS.

4.1. Escalator Clause. Defendants have identified the number of Workweeks during the Class Period to be 24,559 as of December 2, 2025. If the actual percentage of Workweeks increases by ten percent (10%) (i.e., by more than 27,015 Workweeks), the Gross Settlement Amount shall be increased by the percentage that the actual number of Workweeks exceeds 27,015. If this escalator clause is triggered and a more than 10% increase is reached prior to the last day of the Class Period, Defendant has the sole option of ending the Class Period on the date on which the Workweeks reach 27,015 in lieu of being required to increase the Gross Settlement Amount.

4.2. Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, and shall concurrently provide the last of the Class Members' names to Class Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class

Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Payment shall be Sixty-One (61) days from final approval, but no earlier than January 15, 2027. Defendant shall fully fund the Gross Settlement Amount, also inclusive of the amounts necessary to fully pay Defendant's share of payroll taxes owed on the Wage Portions of Individual Class Payments, by transmitting the funds to the Administrator no later than thirty (30) calendar days following Notice of Entry of the Final Approval Order from Plaintiff's Counsel. The Administrator shall deposit the Gross Settlement Amount into federally insured bank accounts (i.e., FDIC) so that all money held by the Administrator is federally insured.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Enhancement Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments shall not precede disbursement of Individual Class Payments.

4.4.1. Distribution of Settlement Payments and Class Notice. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one-hundred eighty (180) calendar days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom the Class Notice was returned undelivered. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. Uncashed Settlement Checks. Any checks issued by the Administrator to Class Members will be negotiable for one hundred eighty (180) calendar days. Any checks that remain uncashed after one hundred eighty (180) calendar days from the date of initial mailing shall become null and void. Funds associated with cancelled checks shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, to be held in trust for those Participating Class Members who did not timely cash their Settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as all payments to the Participating Class Members will be paid out, whether or not these individuals cash their Settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

4.4.4. Unaffected Benefits. The Individual Class Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Member may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amount to which any Class Member may be entitled under any benefit plans.

5. RELEASE.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Defendant's share of payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Released Class Claims. Participating Class Members shall release and discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether statutory, contractual, or common law, that accrued during the Class Period and that were alleged in, or could reasonably have been alleged in, the Operative Complaint based on the facts alleged therein, including claims for unpaid wages, minimum wages, overtime, meal period premiums, rest period premiums, unreimbursed business expenses, wage statement penalties, recordkeeping penalties, waiting time penalties, other statutory penalties, liquidated damages, interest, attorneys fees, costs, restitution, and equitable or injunctive relief. Without limitation, the Released Class Claims include claims arising under California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 226 subdivision (a) and subdivision (e), 226.3, 226.7, 510, 512, 1174 subdivision (d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, California Business and Professions Code sections 17200 through 17210 including sections 17203 and 17208, Code of Civil Procedure section 1021.5, and the applicable IWC Wage Orders and regulations identified in the Operative Complaint (including California Code of Regulations, title 8, sections 11130 and 11140), as well as related interest statutes referenced in the Operative Complaint (including Civil Code section 3287 subdivision (b) and section 3289). This release is limited to periods of employment in a non-exempt position in California during the Class Period with Defendant.

5.2. In connection with the above Released Class Claims, and in consideration of Defendant's payment of the Gross Settlement Amount and Defendant's share of payroll taxes owed on the Wage Portions of Individual Class Payments, each and every Participating Class Member, including Plaintiff, will be deemed also to have acknowledged and agreed that California Labor Code § 206.5 is not applicable to Defendant and the Participating Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. California Labor Code § 206.5 provides, in pertinent part, as follows:

AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.

5.3. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising out of their employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, (b) claims not asserted in the Action ("Plaintiff's General Release"). Plaintiff's General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or any claims based on occurrences outside the Class Period. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of the California Civil Code § 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. ADMINISTRATION OF TAXES.

6.1. Tax Treatment of Individual Class Payments. All Individual Class Payments will be allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages, and eighty percent (80%) will be allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2, and the portion allocated to non-wages will be reported on an IRS Form 1099 by the Administrator. The Individual Class Payments will be reduced by any required legal deductions for each Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Class Members as a result of the wage component, resulting in a net wage component. The Administrator will issue a W-2 Form to each Class Member for the wage component. The Administrator will issue an IRS Form 1099 for the remaining non-wage component. No withholding shall be made on the non-wages portion of the Individual Class Payment. The Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes. The Administrator shall determine the eligibility for, and the amounts of, any Individual Class Payments under the terms of this Settlement Agreement. Any disputes not resolved by the Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

6.2. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Plaintiff and Class Members understand and agree they will be solely responsible for the payment of their share of any taxes and penalties assessed on the payments described herein.

6.3. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE

ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIEF UPON AS, TAX ADVISE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING AND TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7. MOTION FOR PRELIMINARY APPROVAL.

Class Representatives and Class Counsel agree to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk* (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Member, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

7.2. Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

8. SETTLEMENT ADMINISTRATION.

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

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

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

8.4. Notice to Class Members.

8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3. 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.

8.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar 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.

8.4.5. If the Administrator, Defendant, Defense Counsel, Plaintiff, 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) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member, as stated in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be presumed correct, subject to the right of any Party, Class Member or Aggrieved Employee to raise the issue with the Court. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.

8.7.2. Participating Class Members may send written objections to the Administrator by fax, email, or mail. In addition, and/or in the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any components of the Settlement.

8.8. Settlement Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement and/or requested by the Parties and/or ordered by the Court.

8.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Final Approval, and the Judgment. The Administrator will post the Final Approval and Judgment online for a period of not less than thirty (30) days following entry thereof. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

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

8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class

Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity and timeliness of Requests for Exclusion and written objections and attach copies of all Requests for Exclusion and objections received.

8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks, subject to the Court's review upon request by any Party or Class Member.

8.8.5. Settlement Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff 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/timely or invalid/untimely), the number of written objections (both valid/timely or invalid/untimely), and attach the Exclusion List and copies of all Requests for Exclusion and objections it received. 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.

8.8.6. Final Report by Settlement Administrator. Within fourteen (14) calendar 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 fifteen (15) calendar 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.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 18 individual opt-outs, including the four named representatives to be settled separately and the five individuals who have already tendered claims to Defendant and are expected to opt out, of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. NULLIFICATION OF AGREEMENT.

In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendant exercise their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in Paragraph 9 above; or (iv) the Settlement does not become final for any other reason this Settlement agreement shall be null and void. A reduction of the Attorneys' Fees and Costs by the Court shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to obtain preliminary and/or final approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the Motion for Preliminary Approval and Motion for Final Approval).

11. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes (i) a Proposed Final Approval Order, and (ii) a Proposed Judgment (collectively, "Motion for Final Approval").

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

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

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

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

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a 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 Participating 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 Administrator's expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of 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.

12. AMENDED JUDGMENT.

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

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant do not admit, and specifically deny, they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

13.2. Confidentiality. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiff and Class Members only. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. From and after Preliminary Approval of the Settlement, Plaintiff and Class Counsel may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities owed to Class Members, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Action has been resolved, and the Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their ethical and fiduciary duties as Class Counsel, including, but not limited to, communicating with Class Members regarding the Settlement. This Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal or firm website(s). To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment (but excluding any individuals whom Class Counsel separately represent). Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

13.5. Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

13.6. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of Steven G. Mehta (mediator) to resolve such disagreement.

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

13.8. Representation Regarding Assignments. Plaintiff represents that Plaintiff has not assigned Plaintiff's rights to any other person or entity.

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

13.10. Modifications. The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiff; and (iv) signed and approved by an authorized officer of Defendant.

13.11. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13.12. Applicable Law. All terms and conditions of this Agreement and any attached exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.13. Mutual Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.14. Invalidity of Any Provisions. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

13.15. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

13.16. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

13.17. Captions. The captions, paragraph headings, paragraph numbers, section headings, and/or section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

13.18. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

13.19. Enforcement Action. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties their reasonable attorneys' fees and costs, including expert witnesses fees incurred in connection with any enforcement action.

13.20. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full by each Party. Further, Plaintiff and Class Counsel warrant and represent that they are unaware of any liens on the Settlement Agreement.

13.21. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation for certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified, or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

13.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not Plaintiff's representative(s), must personally execute this Settlement Agreement.

13.23. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant, unless, prior to the Court's discharge of the Administrator's obligation, Defendant make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

13.25. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms

13.26. No Third-Party Beneficiaries. There are no third-party beneficiaries who are to be benefited or who may enforce the terms of this Agreement.

13.27. W-4 and W-9 Forms. Plaintiff and Class Counsel agree to provide completed and signed W-4 forms from Plaintiff and W-9 forms from Plaintiff and Class Counsel to Defense Counsel.

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

To Plaintiff:

Mehrdad Bokhour, Esq.
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, CA 90067

Jonathan Melmed, Esq.
Melmed Law Group P.C.
1801 Century Park East, Suite 850
Los Angeles, CA 90067

To Defendant:

D. Creighton Sebra, Esq.
Lisa Reimbold, Esq.
CLARK HILL LLP
555 South Flower Street, 24th Floor
Los Angeles, CA 90071

13.29. Execution in Counterparts. This Agreement is subject to the execution of all Parties and may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument and all of which taken together shall be construed as one document. The Parties expressly agree to the use of an authorized electronic signature (e.g., DocuSign) or by facsimile and that such signatures shall be as legally binding as an original signature.

13.30. 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, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

13.31. Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion.

Dated: ________________ By: ________________________________
Joey R. Lopez

Dated: 3/9/26 By: ________________________________ PRESIDENT
Asphalt Professionals, Inc.

BOKHOUR LAW GROUP, P.C.

Dated: ________________ By: ________________________________
Mehrdad Bokhour
Attorney for Plaintiff and Putative Class

MELMED LAW GROUP P.C.

Dated: ________________ By: ________________________________
Jonathan Melmed
Attorney for Plaintiff and Putative Class

CLARK HILL LLP

Dated: 3/19/26 By: ________________________________
Creighton Sebra
Lisa Reimbold
Attorneys for Defendant

be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion.

Dated: 2/18/2026	By: Signed by: [signature] 0769A99FE515494... Joey R. Lopez
Dated: ________________	By: ________________ Asphalt Professionals, Inc.
	BOKHOUR LAW GROUP, P.C.
Dated: 2/17/2026	By: Signed by: MEHRDAD BOKHOUR D8D3643F271940E... Mehrdad Bokhour Attorney for Plaintiff and Putative Class
	MELMED LAW GROUP P.C.
Dated: 2/21/2026	By: Signed by: JONATHAN MELMED 52FE1569ED7D4C2... Jonathan Melmed Attorney for Plaintiff and Putative Class
	CLARK HILL LLP
Dated: ________________	By: ________________ Creighton Sebra Lisa Reimbold Attorneys for Defendant