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14 NORTH STATE SECURITY, INC.

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SHASTA**

17 NICHOLAS AMANN, individually and on
18 behalf of all others similarly situated

19 Plaintiff,

20 vs.

21 NORTH STATE SECURITY, INC., a
California corporation; and DOES 1 through
22 100, inclusive,

23 Defendants.
24

Case No. 24CV-0206698
[Unlimited Civil Jurisdiction]

*Assigned for All Purposes to the Hon. Benjamin L.
Hanna, Dept. 63*

**JOINT STIPULATION REGARDING CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint Filed: December 24, 2024
Trial: Not Set

1 This Joint Stipulation Regarding Class and Private Attorney General Act (“PAGA”)
2 Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiff
3 Nicholas Amann (“Plaintiff”) on one hand and Defendant North State Security, Inc. (“Defendant”) on
4 the other. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually
5 as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means Plaintiff’s lawsuit alleging wage-and-hour violations against
8 Defendant captioned *Nicholas Amann v. North State Security, Inc.*, Case No. 24CV-0206698, initiated
9 on December 24, 2024 and pending in Superior Court of the State of California, County of Shasta.

10 1.2. “Administrator” means ILYM, the neutral entity the Parties have selected to administer
11 the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
14 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
15 Approval of the Settlement.

16 1.4. “Aggrieved Employee” means all non-exempt, hourly-paid employees working for
17 Defendant during the PAGA Period in California.

18 1.5. “Class Member” means all current and former non-exempt, hourly-paid employees
19 who worked for Defendant in California during the Class Period.

20 1.6. “Class Counsel” means Aidin D. Ghavimi and Zachary D. Greenberg of Starpoint Law
21 Corporation.

22 1.7. “Class Counsel Fees Payment” means attorneys’ fees actually incurred and to be
23 incurred by Class Counsel to prosecute the Action and approved by the Court.

24 1.8. “Class Counsel Litigation Expenses Payment” means out-of-pocket costs actually
25 incurred and to be incurred by Class Counsel to prosecute the Action and approved by the Court.

26 1.9. “Class Data” means a complete list of all Class Members that Defendant will compile
27 in good faith from its records and provide to the Administrator and Class Counsel after Preliminary
28 Approval of this Settlement. The Class List will include each Class Member’s: (a) full name; (b) most

1 recent mailing address and telephone number; (c) Social Security number; (d) number of Workweeks
2 during the Class Period; *and* (e) number of Pay Periods during the PAGA Period.

3 1.10. “Class Member Address Search” means the Administrator’s investigation and search
4 for current Class Member mailing addresses using all reasonably available sources, methods and
5 means including, but not limited to, the National Change of Address database, skip traces, and direct
6 contact by the Administrator with Class Members.

7 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND
8 REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT
9 APPROVAL to be mailed to Class Members in English and Spanish in the form, without material
10 variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

11 1.12. “Class Period” means the period from December 24, 2020 through October 27, 2025.

12 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the
13 Action seeking Court approval to serve as a Class Representative.

14 1.14. “Class Representative Service Payment” means the payment to the Class
15 Representative for initiating the Action and providing services in support of the Action.

16 1.15. “Defense Counsel” means Eric M. Lloyd and Mayra D. Sandoval of Medina McKelvey
17 LLP.

18 1.16. “Effective Date” means the date after which the Settlement is approved and the Court’s
19 Judgment becomes final and no longer subject to timely post-judgment motion or appeal
20 (“Judgment”). The Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the
21 expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the
22 Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s Judgment
23 is entered); (ii) the date of affirmance of an appeal of the Judgment becomes final under the California
24 Code of Civil Procedure and California Rules of Court; *or* (iii) the date of final dismissal of any appeal
25 from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision
26 relating to the Judgment.

27 1.17. “Final Approval” means the Court’s order granting final approval of the Settlement.

28 1.18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval

1 of the Settlement.

2 1.19. "Gross Settlement Amount" means one million one hundred thousand dollars and zero
3 cents (\$1,100,000.00) which is the total amount Defendant agrees to pay under the Settlement, except
4 as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions
5 of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class
6 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
7 Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and
8 Administration Expenses Payment. The Gross Settlement Amount has been agreed to by Plaintiff and
9 Defendant based on the agreed-upon settlement value of all claims. In no event will Defendant be
10 liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein.

11 1.20. "Individual Class Payment" means the Participating Class Member's pro rata share of
12 the Net Settlement Amount calculated according to the number of Workweeks worked during the
13 Class Period.

14 1.21. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35%
15 of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
16 Period.

17 1.22. "Judgment" means the judgment entered by the Court based upon Final Approval.

18 1.23. "LWDA" means the California Labor and Workforce Development Agency.

19 1.24. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
20 under Labor Code section 2699, subd. (i).

21 1.25. "Net Settlement Amount" means the Gross Settlement Amount, less the following
22 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
23 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is
25 to be paid to Participating Class Members as Individual Class Payments. No portion of the Net
26 Settlement Fund will revert to or be retained by Defendant.

27 1.26. "Non-Participating Class Member" means any Class Member who opts out of the
28 Settlement by sending the Administrator a valid and timely Request for Exclusion pursuant to

1 Paragraph 7.5.1.

2 1.27. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
3 worked for Defendant on at least one day during the PAGA Period.

4 1.28. "PAGA Period" means the period from December 26, 2023, through October 27, 2025.

5 1.29. "PAGA Penalties" means the total amount of \$50,000.00 representing PAGA civil
6 penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees
7 (\$17,500.00) and the 65% to the LWDA (\$32,500.00) in settlement of PAGA claims.

8 1.30. "Participating Class Member" means a Class Member who does not submit a valid and
9 timely Request for Exclusion from the Settlement.

10 1.31. "Plaintiff" means Nicholas Amann, the named Plaintiff in the Action.

11 1.32. "Preliminary Approval Order" means the proposed Order granting Preliminary
12 Approval of Class and PAGA Settlement.

13 1.33. "Released Class Claims" means the claims being released as described in Paragraph
14 5.2 below.

15 1.34. "Released PAGA Claims" means the claims being released as described in Paragraph
16 5.3 below.

17 1.35. "Released Parties" means: Defendant, and each of its past, present, and future respective
18 subsidiaries, dba's, affiliates, related entities, insurers and reinsurers, and company-sponsored
19 employee benefit plans of any nature, and each of their successors, assigns and predecessors in interest,
20 including without limitation all of their respective current and former owners, officers, directors,
21 shareholders, members, managers, partners, joint venturers, employees, agents, principals, heirs,
22 representatives, accountants, auditors, consultants, professional employer organizations, attorneys,
23 administrators, fiduciaries, trustees, and agents.

24 1.36. "Request for Exclusion" means a Class Member's submission of a written request to
25 be excluded from the Class Settlement signed by the Class Member pursuant to Paragraph 7.5.1.

26 1.37. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
27 to Class Members and Aggrieved Employees and shall be the last date on which Class Members may:
28 (a) fax or mail Requests for Exclusion from the Settlement; *or* (b) fax or mail his or her Objection to

1 the Settlement. Class Members to whom Notice Packets are resent after having been returned
2 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
3 Deadline has expired.

4 1.38. "Settlement" means the disposition of the Action effected by this Agreement and the
5 Judgment.

6 1.39. "Workweek" means any week during which a Class Member was employed by and
7 performed work on at least one day for the Defendant in a non-exempt, hourly position during the
8 Class Period in California, based on Defendant's records.

9 **2. RECITALS**

10 2.1. On December 16, 2024 Plaintiff sent Defendant a letter of representation and request
11 for personnel file.

12 2.2. On December 24, 2024 Plaintiff commenced this Action by filing a Complaint alleging
13 the following causes of actions against Defendant: (1) failure to pay minimum wages; (2) failure to
14 pay overtime wages; (3) failure to timely pay wages during employment; (4) failure to timely pay
15 wages upon termination; (5) failure to pay meal period premiums; (6) failure to pay rest period
16 premiums; (7) failure to provide accurate wage statements; (8) failure to indemnify for business
17 expenses; *and* (9) unfair competition ("Class Complaint.")

18 2.3. On December 26, 2024, Plaintiff filed a notice with the LWDA under Labor Code
19 section 2699.3 and served Defendant stating an intention to seek civil penalties against Defendant
20 ("PAGA Notice.")

21 2.4. On January 6, 2025, Defendant produced Plaintiff's personnel file.

22 2.5. On November 24, 2025, Plaintiff filed a First Amended Complaint adding a cause of
23 action under PAGA ("FAC.")

24 2.6. The Parties agreed to early efforts at informal resolution. The Parties tentatively settled
25 this matter on or around August 28, 2025 at mediation.

26 2.7. Prior to settling this matter, the Parties informally exchanged documents that included:
27 (1) time and pay records for roughly 20% of the putative class throughout the relevant Class Period;

28

1 (2) relevant policies and employee handbooks; *and* (3) relevant metrics during the class period, *i.e.*,
2 meal/rest period premiums paid, split-shift premiums paid, workweeks, pay periods, *etc.*

3 2.8. To ensure fairness of the instant settlement, Plaintiff retained an expert to conduct an
4 expert analysis on the time and pay records produced for the putative class during the relevant Class
5 Period.

6 2.9. Plaintiff's expert analysis confirms the fairness of the instant settlement.

7 2.10. Plaintiff contends his investigation satisfies the criteria for court approval set forth in
8 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
9 *Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").

10 2.11. The Court has not granted class certification.

11 **3. MONETARY TERMS**

12 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
13 Defendant promises to transmit funds to the Administrator representing the Gross Settlement Amount,
14 unless escalated pursuant to Paragraph 8.1 of this Agreement, and to separately transmit funds to the
15 Administrator representing any and all employer payroll taxes owed on the Wage Portions of the
16 Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
17 payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will
18 disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members
19 or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement
20 Amount will revert to Defendant.

21 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
22 the following payments from the Gross Settlement Amount in the amounts specified by the Court in
23 the Final Approval:

24 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
25 \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
26 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant
27 will not oppose Plaintiff's request for a Class Representative Service Payment that does
28 not exceed this amount. As part of the motion for Class Counsel Fees Payment and

1 Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
2 Representative Service Payment no later than 16 court days prior to the Final Approval
3 Hearing. If the Court approves a Class Representative Service Payment less than the
4 amount requested, the Administrator will retain the remainder in the Net Settlement
5 Amount. The Administrator will obtain IRS forms W-9 from Plaintiff in advance of
6 payment, and pay the Class Representative Service Payment using IRS Form 1099.
7 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
8 Representative Service Payment.

9 3.2.2. To Class Counsel: Class Counsel will seek a Class Counsel Fees Payment of not more
10 than 35% of the Gross Settlement Amount, which unless escalated pursuant to
11 Paragraph 8.1 of his Agreement, is currently estimated to be \$385,000.00 and a Class
12 Counsel Litigation Expenses Payment of not more than \$27,000.00. Defendant will
13 not oppose requests for these respective payments provided that do not exceed these
14 respective amounts. Plaintiff will file a motion for Class Counsel Fees Payment and
15 Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court
16 approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses
17 Payment less than the amounts requested, the Administrator will allocate the remainder
18 to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
19 or any other Plaintiff's Counsel arising from any claim to any portion any Class
20 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
21 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
22 Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility
23 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
24 Litigation Expenses Payment and hold Released Parties harmless, and indemnify
25 Released Parties, from any dispute or controversy regarding any division or sharing of
26 any of these Payments. Should the Court approve attorneys' fees and/or litigation costs
27 and expenses in amounts that are less than the amounts provided for herein, then the
28 unapproved portion(s) shall be a part of the Net Settlement Amount.

1 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00,
2 except for a showing of good cause and as approved by the Court. To the extent the
3 Administration Expenses are less or the Court approves payment less than \$10,000.00,
4 the remainder will be included in the Net Settlement Amount for distribution to the
5 Class.

6 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by: (a)
7 dividing the Net Settlement Amount by the total number of Workweeks worked by all
8 Participating Class Members during the Class Period; *and* (b) multiplying the result by
9 each Participating Class Member's Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. One-third (33.33%) of
11 each Participating Class Member's Individual Class Payment will be allocated
12 to settlement of wage claims (the "Wage Portion.") The Wage Portions are
13 subject to tax withholding and will be reported on an IRS W-2 Form. Two-
14 thirds (66.66%) of each Participating Class Member's Individual Class
15 Payment will be allocated to settlement of claims for interest and penalties (the
16 "Non-Wage Portion.") The Non-Wage Portions are not subject to wage
17 withholdings and will be reported on IRS 1099 Forms. Participating Class
18 Members assume full responsibility and liability for any employee taxes owed
19 on their Individual Class Payment.

20 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
21 Class Payments. Non-Participating Class Members will not receive any
22 Individual Class Payments. The Administrator will retain amounts equal to
23 their Individual Class Payments in the Net Settlement Amount for distribution
24 to Participating Class Members on a pro rata basis.

25 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
26 \$50,000.00 to be paid from the Gross Settlement Amount, with 65% (\$32,500.00)
27 allocated to the LWDA PAGA Payment and 35% (\$17,500.00) allocated to the
28 Individual PAGA Payments.

1 3.2.5.1. The Administrator will calculate each Individual PAGA
2 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA
3 Penalties (\$17,500.00) by the total number of PAGA Pay Periods worked by all
4 Aggrieved Employees during the PAGA Period; *and* (b) multiplying the result by each
5 Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full
6 responsibility and liability for any taxes owed on their Individual PAGA Payment.

7 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
8 requested, the Administrator will allocate the remainder to the Net Settlement Amount.
9 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

10 **4. SETTLEMENT FUNDING AND PAYMENTS**

11 4.1. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
12 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft
13 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the
14 Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other
15 purpose, and restrict access to the Class Data to only those Administrator employees who need access
16 to the Class Data to effect and perform under this Agreement. Defendant will notify Class Counsel if
17 Defendant discovers that the Class Data omitted Class Member identifying information and to provide
18 corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any
19 extension of the deadline by which Defendant must send the Class Data to the Administrator, the
20 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
21 resolve any issues related to missing or omitted Class Data.

22 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
23 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
24 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

25 4.3. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
26 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all
27 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the
28 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class

1 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
2 Litigation Expenses Payment and the Class Representative Service Payment shall not precede
3 disbursement of Individual Class Payments and the Individual PAGA Payments.

4 4.3.1. The Administrator will issue checks for the Individual Class Payments and Individual
5 PAGA Payments and send them to the Class Members via First Class U.S. Mail,
6 postage prepaid. The face of each check shall prominently state the date (not less than
7 180 days after the date of mailing) when the check will be voided. The Administrator
8 will cancel all checks not cashed by the void date. The Administrator will send checks
9 for Individual Settlement Payments to all Participating Class Members (including those
10 for whom Class Notice was returned undelivered). The Administrator will send checks
11 for Individual PAGA Payments to all Aggrieved Employees including Non-
12 Participating Class Members who qualify as Aggrieved Employees (including those for
13 whom Class Notice was returned undelivered). The Administrator may send
14 Participating Class Members a single check combining the Individual Class Payment
15 and the Individual PAGA Payment. Before mailing any checks, the Administrator must
16 update the recipients' mailing addresses using the National Change of Address
17 Database.

18 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class
19 Members whose checks are returned undelivered without USPS forwarding address.
20 Within 7 days of receiving a returned check the Administrator must re-mail checks to
21 the USPS forwarding address provided or to an address ascertained through the Class
22 Member Address Search. The Administrator need not take further steps to deliver
23 checks to Class Members whose re-mailed checks are returned as undelivered. The
24 Administrator shall promptly send a replacement check to any Class Member whose
25 original check was lost or misplaced, requested by the Class Member prior to the void
26 date.

27 4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA
28 Payment check is uncashed and cancelled after the void date, the Administrator shall

1 transmit the funds represented by such checks to the California Controller's Office,
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
3 residue" subject to the requirements of California Code of Civil Procedure Section 384.

4 4.3.4. The Individual Settlement Payments made to Participating Class Members, and the
5 Individual PAGA Payments made to Aggrieved Employees under this Settlement, as
6 well as any other payments made pursuant to this Settlement, shall not be utilized to
7 calculate any additional benefits under any benefit plans to which any Class Members
8 may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)
9 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
10 benefit plan or program sponsored by Defendant (collectively, the "Benefit Plans.")
11 Rather, it is the Parties' intention that this Settlement Agreement will not affect any
12 rights, contributions, or amounts to which any Class Members may be entitled under
13 any Benefit Plans. The Parties further agree that any payments made under the terms
14 of this Settlement do not represent any modification of any Class Member's previously
15 credited hours of service or other eligibility criteria and shall not be considered wages,
16 compensation, or earnings in any year for purposes of determining any eligibility for,
17 vesting of, credit to, or benefit accrual within, any Benefit Plans for purposes of
18 determining any rights, eligibility, hours of service, benefit accruals, contributions or
19 amounts to which any Class Member may be entitled with respect to any such Benefit
20 Plans.

21 **5. RELEASE OF CLAIMS**

22 Effective upon the date when Defendant fully funds the entire Gross Settlement Amount and
23 funds all employer payroll taxes owed on the Wages Portion of the Individual Class Payments,
24 Plaintiff, the Participating Class Members, and Aggrieved Employees release all claims against all
25 Released Parties as follows:

26 5.1. Plaintiff's Release. Plaintiff, and his respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and
28 discharges Released Parties from all claims, causes of action, transactions, occurrences, rights,

1 damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution,
2 attorneys' fees, costs, expenses, interests and losses under federal, state, local or common law, or at
3 equity, whether known or unknown, accrued or unaccrued, asserted or unasserted, which Plaintiff has
4 or may have against the Released Parties as of the date of execution of this Agreement, including but
5 not limited to: (a) all claims that were, or reasonably could have been, alleged related to or arising out
6 of Plaintiff's employment with Defendant, and the termination of that employment; (b) all claims that
7 were, or reasonably could have been, alleged based on the facts contained, in the Complaints filed in
8 this Action, the PAGA Notice, or ascertained during the pendency of the Action; *and* (c) all claims
9 released under Paragraphs 5.2 and 5.3 below (collectively, "Plaintiff's Release.") Plaintiff's Release
10 does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment
11 benefits, social security benefits, or workers' compensation benefits that arose at any time, or based
12 on occurrences after the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
13 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
14 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts or discovery of them.

16 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes
17 of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions,
18 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

23 5.2. Release by Participating Class Members: For the entirety of the Class Period, all
24 Participating Class Members, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, hereby
26 fully and forever release and discharge all of the Released Parties, or any of them, from all claims that
27 were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts
28 stated in the Operative Complaint, including: (1) all claims for failure to pay overtime wages (Labor

1 Code §§ 510 *et seq.* and the applicable IWC Wage Order(s)); (2) all claims for failure to pay minimum
2 wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1 and the applicable IWC Wage Order(s));
3 (3) all claims for failure to provide compliant meal periods, or compensation in lieu thereof (Labor
4 Code §§ 226.7, 512 and the applicable IWC Wage Order(s)); (4) all claims for failure to provide
5 compliant rest periods, or compensation in lieu thereof (Labor Code §§ 226.7, 512 and the applicable
6 IWC Wage Order(s)); (5) all claims for the failure to pay wages due upon termination or resignation
7 (Labor Code §§ 201-203); (6) all claims for non-compliant wage statements (Labor Code §§ 226,
8 226.3); (7) all claims for failure to timely pay wages (Labor Code §§ 204, 210); (8) all claims for unpaid
9 expenses (Labor Code §§ 2800, 2802); (9) all claims asserted through California Business &
10 Professions Code section 17200, *et seq.*; and (10) PAGA arising out of the violations referenced in the
11 Operative Complaint.

12 5.3. Release by Aggrieved Employees: For the entirety of the PAGA Period, all Aggrieved
13 Employees, on behalf of themselves and their respective former and present representatives, agents,
14 attorneys, heirs, executors, administrators, successors, and assigns, hereby fully and forever release
15 and discharge the Released Parties, or any of them, from all claims for PAGA penalties that were
16 alleged in the Operative Complaint, or reasonably could have been alleged, based on the PAGA Period
17 facts stated in the Operative Complaint and the PAGA Notice, including, claims for PAGA penalties
18 pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged
19 violations of Labor Code sections Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3,
20 226.7, 246 *et seq.*, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2699, 2802, 5, and
21 the applicable IWC Wage Order(s).

22 6. MOTION FOR PRELIMINARY APPROVAL

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

25 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel at
26 least 3 business days prior to filing all documents necessary for obtaining Preliminary Approval,
27 including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary
28 Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of

1 the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order
2 Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice;
3 (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the
4 Settlement and attesting to its willingness to serve, competency, operative procedures for protecting
5 the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or
6 other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members,
7 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
8 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
9 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (vi) a
10 signed declaration from Class Counsel attesting to its competency to represent Class Members, its
11 timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations
12 (Labor Code section 2699.3, subd. (a)), operative Complaint (Labor Code section 2699, subd. (1)(1)),
13 this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or
14 potential conflict of interest with Class Members and the Administrator.

15 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing
16 and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a
17 prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate
18 in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the
19 Court’s Preliminary Approval to the Administrator.

20 6.3. Disputed Information. Class Members will have an opportunity to dispute the
21 information provided in their Class Notices. To the extent Class Members dispute their total
22 Workweeks while working for Defendant as a non-exempt employee in California during the Class
23 Period, Class Members may produce evidence to the Administrator showing that such information
24 in the Class Notice is inaccurate. The Administrator will decide the dispute. Defendant’s records
25 will be presumed correct, but the Administrator will evaluate the evidence submitted by the Class
26 Member and will make the final decision as to the merits of the dispute, which decision shall be
27 final and unappealable by any Party or Class Member. All disputes will be resolved within ten (10)
28 business days of the Response Deadline.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
3 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
4 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
5 payment of Administration Expenses. The Parties and their Counsel represent that they have no
6 interest or relationship, financial or otherwise, with the Administrator other than a professional
7 relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own
9 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
10 reports state and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
12 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
13 468B-1.

14 7.4. Notice to Class Members

15 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
16 shall notify Class Counsel that the list has been received and state the number of Class
17 Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

18 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
19 after receiving the Class Data, the Administrator will send to all Class Members
20 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
21 the Class Notice with Spanish translation, substantially in the form attached to this
22 Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate
23 the dollar amounts of any Individual Class Payment and Individual PAGA Payment
24 payable to the Class Member (as applicable), and the number of Workweeks and PAGA
25 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices,
26 the Administrator shall update Class Member addresses using the National Change of
27 Address database.

28 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice

1 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
2 using any forwarding address provided by the USPS. If the USPS does not provide a
3 forwarding address, the Administrator shall conduct a Class Member Address Search,
4 and re-mail the Class Notice to the most current address obtained. The Administrator
5 has no obligation to make further attempts to locate or send Class Notice to Class
6 Members whose Class Notice is returned by the USPS a second time.

7 7.4.4. The deadlines for Class Member's written objections, Challenges to Workweeks or Pay
8 Periods, and Requests for Exclusion will be extended an additional 15 days beyond
9 the 45 days otherwise provided in the Class Notice for all Class Members whose notice
10 is re-mailed. The Administrator will inform the Class Member of the extended
11 deadline with the re-mailed Class Notice. If the Administrator, Defendant or Class
12 Counsel is contacted by or otherwise discovers any persons who believe they should
13 have been included in the Class Data and should have received Class Notice, the
14 Parties will expeditiously meet and confer in person or by telephone, and in good faith,
15 in an effort to agree on whether to include them as Class Members. If the Parties
16 agree, such persons will be Class Members entitled to the same rights as other Class
17 Members, and the Administrator will send, via email or overnight delivery, a Class
18 Notice requiring them to exercise options under this Agreement not later than 15 days
19 after mailing of Class Notice, or the deadline dates in the Class Notice, whichever are
20 later.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out) of the Class Settlement must
23 send the Administrator, by fax or mail, a signed written Request for Exclusion not later
24 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
25 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a
26 letter from a Class Member that reasonably communicates the Class Member's election
27 to be excluded from the Settlement and includes the Class Member's name, address,
28 email address (if any), and telephone number. To be valid, a Request for Exclusion

1 must also be signed by the Class Member and timely faxed or postmarked by the
2 Response Deadline.

3 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to
4 contain all the information specified in the Class Notice. The Administrator shall
5 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
6 the identity of the person as a Class Member and the Class Member's desire to be
7 excluded. The Administrator's determination shall be final and not appealable or
8 otherwise susceptible to challenge. If the Administrator has reason to question the
9 authenticity of a Request for Exclusion, the Administrator may demand additional
10 proof of the Class Member's identity. The Administrator's determination of
11 authenticity shall be final and not appealable or otherwise susceptible to challenge.

12 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is
13 deemed to be a Participating Class Member under this Agreement, entitled to all
14 benefits and bound by all terms and conditions of the Settlement, including the Releases
15 under Paragraphs 5.2 and 5.3 of this Agreement, and the Judgment, regardless whether
16 the Participating Class Member actually receives the Class Notice or objects to the
17 Settlement.

18 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
19 Participating Class Member and shall not receive an Individual Class Payment or have
20 the right to object to the class action components of the Settlement. Because future
21 PAGA claims are subject to claim preclusion upon entry of the Judgment, Class
22 Members who opt out and who are Aggrieved Employees are deemed to release the
23 Released PAGA Claims identified in Paragraph 5.3 of this Agreement and will receive
24 an Individual PAGA Payment. Aggrieved Employees do not have the right to exclude
25 themselves from the release of Released PAGA Claims.

26 7.6. Objections to Settlement

27 7.6.1. Only Participating Class Members may object to the class action components of the
28 Settlement, including contesting the fairness of the Settlement, and/or amounts

1 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
2 Payment or Class Representative Service Payment.

3 7.6.2. Participating Class Members may send written objections to the Administrator, by fax
4 or mail. For the written objection to be valid, it must include: (a) the objector's full
5 name, signature, and address (for correspondence and identity verification purposes),
6 and telephone number; (b) a written statement of all any grounds for the objection they
7 wish to be considered accompanied by any legal support for such objection; (c) copies
8 of any papers, briefs, or other documents upon which the objection is based; *and* (d) a
9 statement whether the objector intends to appear at the final fairness hearing. Class
10 Members need not include legal arguments for their written objections to be considered.
11 If an objector also wishes to appear at the Final Approval and Fairness Hearing, in
12 person or through an attorney, he or she need not file a notice of intention to appear at
13 the same time as the objection is filed. Any Class Member who does not submit a
14 timely, valid written objection to the Settlement, may still appear in Court (or hire an
15 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
16 A Participating Class Member who elects to send a written objection must send the
17 objection to the Administrator not later than 45 days after the Administrator's mailing
18 of the Class Notice (plus an additional 15 days for those Class Members whose Class
19 Notice was re-mailed).

20 7.6.3. Non-Participating Class Members have no right to object to any of the class action
21 components of the Settlement.

22 7.6.4. If a Class Member timely submits both a written objection and a valid Request for
23 Exclusion, the Request for Exclusion will be given effect and considered valid, the
24 written objection shall be rejected, and the Class Member shall not participate in or be
25 bound by the Settlement except as otherwise set forth in Paragraph 7.5.4.

26 7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
27 be performed or observed by the Administrator contained in this Agreement or otherwise.

28 7.7.1. Mailing Address and Fax Number. The Administrator will maintain a mailing address

1 and fax number to receive Class Member faxes and postmarked Requests for Exclusion,
2 objections to the Settlement, and challenges to information in a Class Member's Class
3 Notice.

4 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
5 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

6 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
7 to Class Counsel and Defense Counsel that, among other things, tally the number of:
8 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
9 Exclusion (whether valid or invalid) received, objections received, challenges to
10 Workweeks and/or Pay Periods received and resolved, and checks mailed for
11 Individual Class Payments and Individual PAGA Payments ("Weekly Report.") The
12 Weekly Reports must include provide the Administrator's assessment of the validity of
13 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
14 received.

15 7.7.4. Administrator's Declaration. Before the date by which Plaintiff is required to file the
16 Motion for Final Approval of the Settlement, the Administrator will provide to Class
17 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
18 due diligence and compliance with all of its obligations under this Agreement,
19 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
20 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
21 total number of Requests for Exclusion from Settlement it received (both valid or
22 invalid), the number of written objections and attach the Exclusion List. The
23 Administrator will supplement its declaration as needed or requested by the Parties or
24 the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in
25 Court.

26 7.7.5. Final Report by Administrator. Within 10 days after the Administrator disburses all
27 funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
28 and Defense Counsel with a final report detailing its disbursements by employee

1 identification number only of all payments made under this Agreement. At least 7 days
2 before any deadline set by the Court, the Administrator will prepare, and submit to
3 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
4 attesting to its disbursement of all payments required under this Agreement. Class
5 Counsel is responsible for filing the Administrator's declaration in Court.

6 7.7.6. Administration of Taxes by the Administrator. The Administrator will be responsible
7 for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class
8 Counsel, any and all W-2, 1099, or other tax forms as may be required by law for all
9 amounts paid pursuant to this Settlement. The Administrator will also be responsible
10 for forwarding all payroll taxes and penalties to the appropriate government authorities.

11 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

12 Based on a review of its records, Defendant estimates that, as of August 28, 2025, there were
13 approximately 29,500 Total Workweeks during the Class Period.

14 8.1. Increase in Workweeks. In the event the number of Workweeks worked by Class
15 Members during the Class Period increases by more than 10% (32,450 Workweeks), then the Gross
16 Settlement Amount shall be increased proportionally by the Workweeks in excess of 32,450
17 Workweeks multiplied by the Workweek Value. The "Workweek Value" shall be calculated by
18 dividing the originally agreed-upon Gross Settlement Amount (\$1,100,000.00) by 29,500 which
19 amounts to a Workweek Value of \$37.29. Thus, for example should there be 32,550 Workweeks in
20 the Class Period, then the Gross Settlement Amount shall be increased by \$3,729.00 ((32,550
21 Workweeks – 32,450 Workweeks) x \$37.29 per Workweek.)

22 If this provision is triggered, Defendant has the option to end the Class Period and PAGA
23 Period at an earlier date in order to limit the covered workweeks to 32,450 (or less) in lieu of paying
24 an increase to the GSA. The Parties agree that the portion of the GSA allocated to attorneys' fees
25 will increase proportionally such that the total amount of attorneys' fees remains 35% of the GSA if
26 the upward adjustment required by this provision is implemented.

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

28 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7% of

1 the total of all Class Members, Defendant may, but is not obligated to, withdraw from the Settlement.
2 The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or
3 effect whatsoever, and that neither Party will have any further obligation to perform under this
4 Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw not later
5 than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Should
6 Defendant elect to withdraw from the Settlement, Defendant shall remain responsible for paying all
7 Settlement Administration expenses incurred through the date of withdrawal.

8 **10. MOTION FOR FINAL APPROVAL**

9 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final
10 approval of the Settlement that includes a request for approval of the PAGA settlement under Labor
11 Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively
12 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel
13 at least three (3) business days prior to filing the Motion for Final Approval. Class Counsel and
14 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to
15 resolve any disagreements concerning the Motion for Final Approval.

16 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
17 by a Participating Class Member, including the right to file responsive documents in Court no later
18 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
19 the Court.

20 10.2. Duty to Cooperate. If (a) the Court does not grant Final Approval or conditions Final
21 Approval on any material change to the Settlement (including, but not limited to, the scope of release
22 to be granted by Class Members), or (b) if the Settlement does not become final for any other reason,
23 then this Agreement, and any documents generated to bring it into effect, will be null and void.
24 However, the Parties shall work together in good faith in an effort to address Court concerns prior to
25 any nullification of the Settlement. Any order or judgment entered by the Court in furtherance of this
26 Agreement and this Settlement will likewise be treated as void from the beginning. The Court’s
27 decision to award less than the amounts requested for the Class Representative Service Payment, Class
28 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses

1 Payment, shall not constitute a material change to the Settlement within the meaning of this Paragraph.

2 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
3 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
4 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
5 addressing such post-Judgment matters as are permitted by law.

6 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
7 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective
9 counsel, and all Participating Class Members who did not object to the Settlement as provided in this
10 Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and
11 appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
12 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
13 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
14 under this Agreement will be suspended until such time as the appeal is finally resolved and the
15 Judgment becomes final.

16 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
17 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
18 modification of this Agreement (including, but not limited to, the scope of release to be granted by
19 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
20 work together in good faith to address the appellate court's concerns and to obtain Final Approval and
21 entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably
22 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
23 Class Representative Service Payment or any payments to Class Counsel shall not constitute a material
24 modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement
25 Amount does not increase.

26 **11. AMENDED JUDGMENT**

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

1 **12. ADDITIONAL PROVISIONS**

2 12.1. No Admission of Liability, Class Certification or Representative Manageability for
3 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
5 of the allegations in the Complaints filed in this Action or the PAGA Notices or any other claim made
6 by Plaintiff has merit or that Defendant has any liability for any claims asserted; nor should it be
7 intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
8 The Parties agree that class certification and representative treatment is for purposes of this Settlement
9 only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter
10 Judgment, the stipulation to certification and representative treatment shall be void and Defendant
11 may contest certification and representative treatment for any reason. Defendant reserves all available
12 defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on
13 any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
14 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
15 connection with, any litigation or other dispute (except for proceedings to enforce or effectuate the
16 Settlement and this Agreement). Except as necessary in a proceeding to enforce the terms of this
17 Settlement, this Agreement and its terms and provisions will not be offered or received as evidence in
18 any action or proceeding to establish any liability or admission on the part of any of the Released
19 Parties or to establish the existence of any condition constituting a violation of, or a non-compliance
20 with, federal, state, local or other applicable law by any of the Released Parties.

21 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
22 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is
23 filed, they and each of them will not disclose, disseminate or publicize, or cause or permit another
24 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
25 specifically or generally, to any person, corporation, association, government agency, or other entity
26 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
27 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
28 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in

1 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
2 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
3 such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to,
4 directly or indirectly, initiate any conversation or other communication, before the filing of the Motion
5 for Preliminary Approval, any with third party regarding the terms of this Agreement, except to the
6 extent necessary to effectuate the Settlement. Nothing herein shall prevent Defendant from consulting
7 its third-party tax and financial advisors, and counsel, regarding the terms of this Agreement.

8 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
10 the Judgment. Class Counsel will not represent any Class Members with respect to any such objections
11 or opt outs. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
12 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
13 Class Members.

14 12.4. No Public Comment: The Parties and their counsel agree that they will not issue any
15 press releases, initiate any contact with the press, respond to any press inquiry, or have any
16 communication with the press about the fact, amount or terms of Settlement.

17 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
18 together with its attached exhibits shall constitute the entire agreement between the Parties relating to
19 the Settlement, superseding any and all oral representations, warranties, covenants, or inducements
20 made to or by any Party.

21 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
22 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
23 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
24 terms, and to execute any other documents reasonably required to effectuate the terms of this
25 Agreement including any amendments to this Agreement.

26 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use
27 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
28 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities

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

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

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

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

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

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

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

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

27 12.15. Use and Return of Class Data. Information and documents provided to Class Counsel
28 pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class

1 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
2 connection with the Settlement, may be used only with respect to this Settlement, and no other purpose,
3 and may not be used in any way that violates any existing contractual agreement, statute, or rule of
4 court.

5 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
8 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
9 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10 12.18. Execution in Counterparts. This Agreement may be executed in one or more
11 counterparts by facsimile, electronically (*i.e.*, DocuSign), copied, or scanned copies of the signature
12 page, all of which for purposes of this Agreement shall be accepted as an original. All executed
13 counterparts and each of them will be deemed to be one and the same instrument. Any executed
14 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

15 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
17 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to
18 bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

19 12.20. Severability. In the event that one or more of the provisions contained in this
20 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
21 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s
22 Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in
23 writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in
24 this Agreement. Before declaring any provision of this Agreement invalid, the Court will first attempt
25 to construe the provision as valid to the fullest extent possible consistent with applicable precedents
26 so as to define all provisions of this Agreement valid and enforceable.

27 12.21. Breach. In the event any civil action or litigation instituted to remedy, prevent, or obtain
28 relief from a Material Breach of this Settlement Agreement by a Party, the prevailing Party in such

1 enforcement action will be entitled to attorneys' fees and costs in connection with such enforcement
2 action. Any attorneys' fees and costs awarded against the Class Members and in favor of Defendant
3 shall be paid by Class Counsel. "Material Breach" as used in this paragraph means a material breach
4 of the Settlement Agreement terms that prevents the Settlement from being completed in accordance
5 with its terms, including any failure by Defendant to fund the Settlement and any breach of section
6 12.3 by Class Counsel. However, the Parties shall work together in good faith in an effort to remedy
7 any perceived material breach of the Settlement Agreement before instituting any civil action or
8 litigation to remedy, prevent, or obtain relief related to the breach.

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IT IS SO AGREED.

PLAINTIFF NICHOLAS AMANN

Dated: 12/22/2025


Nicholas Andrew amann (Dec 22, 2025 13:17:17 PST)

Nicholas Amann

DEFENDANT NORTH STATE SECURITY,
INC.

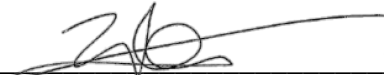
Dated: _____

By: _____
Its: _____ and authorized representative

AGREED AS TO FORM ONLY.

STARPOINT, LC

Dated: December 23, 2025



Aidin D. Ghavimi
Zachary D. Greenberg
Attorneys for Plaintiff Nicholas Amann

MEDINA McKELVEY LLP

Dated: _____

Eric Lloyd
Mayra D. Sandoval
*Attorneys for Defendant North State
Security, Inc.*

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IT IS SO AGREED.

PLAINTIFF NICHOLAS AMANN

Dated: _____

Nicholas Amann

DEFENDANT NORTH STATE SECURITY,
INC.

Dated: 12/31/2025 _____

DocuSigned by:
Kelly Boek

By: Kelly Boek
Its: President/CEO and authorized representative

AGREED AS TO FORM ONLY.

STARPOINT, LC

Dated: _____

Aidin D. Ghavimi
Zachary D. Greenberg
Attorneys for Plaintiff Nicholas Amann

MEDINA McKELVEY LLP

Dated: December 11, 2025 _____

[Signature]

Eric Lloyd
Mayra D. Sandoval
*Attorneys for Defendant North State
Security, Inc.*