

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT
AND CLASS NOTICE

Chris Mills v. Facility Solutions Group, Inc., et al.
(Los Angeles Court Case No. 20STCV44879)

This Joint Stipulation of Class and PAGA Settlement (“Agreement”) is made by and between Plaintiff Chris Mills (“Plaintiff”) and Defendant Facility Solutions Group, Inc. (“FSG” or “Defendant”). The Agreement refers to Plaintiff and FSG collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against FSG in the Class Action Complaint for Damages, captioned *Chris Mills v. Facility Solutions Group, Inc. et al.* (Case No. 20STCV44879) initiated on November 20, 2020 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means the neutral entity the Parties have agreed to appoint to administer the distribution of this Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by FSG in California that was paid on an hourly basis, and/or had deductions taken from their wages, and/or had accrued yet unused vacation time at the time of their separation of employment from FSG during the PAGA Period.
- 1.5. “Class” means all persons employed by FSG within each and every class and subclass as defined in the Action, including without limitation, the Electrician Class, alleged Unlawful Deduction Class, and Vacation Class who worked for FSG during the Class Period.
- 1.6. “Class Counsel” means Shadie L. Berenji and Kristopher N. Tayyeb of the Berenji Law, A Professional Corporation.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in FSG’s possession including the Class Member’s legal name, last-known mailing address, Social Security number, dates of employment, and the total number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “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.
- 1.11. “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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from November 20, 2016 to the date on which the Court grants preliminary approval of the settlement.
- 1.13. “Class Representative” means Plaintiff Chris Mills as the individual seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “FSG” means named Defendant Facility Solutions Group, Inc.
- 1.17. “Defense Counsel” means CDF Labor Law LLP.
- 1.18. “Electrician Class” shall include all employees who worked for FSG in California in an electrical occupation or similar position during the Class Period.
- 1.19. “Effective Date” means the date by when all of the following events have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.22. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means One Million Two Hundred Thousand dollars and zero cents (\$1,200,000.00), which FSG agrees to pay under the Settlement except as provided in Paragraphs 4.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.24. “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount calculated according to Paragraph 3.2.4 below.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following specified deductions in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for FSG for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from September 17, 2020 to the date on which the Court grants preliminary approval of the settlement.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.34. “PAGA Notice” means Plaintiff’s September 17, 2020 letter to the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$100,000), allocated 25% to the Aggrieved Employees (\$25,000) and 75% to the LWDA (\$75,000) in settlement of PAGA claims.
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. "Plaintiff" means Chris Mills, the named plaintiff in the Action.
- 1.38. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Class Action and PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released by the Class Representative and Class Members they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were or could have been alleged based on the facts stated in the operative Class Action Complaint for Damages in the Action and/or in Plaintiff's PAGA Notices submitted to the LWDA, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) related to all claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) unlawful deduction of wages; (4) failure to pay vested vacation wages; (5) failure to provide meal periods; (6) failure to reimburse business expenses; (7) failure to timely pay wages; (8) failure to maintain payroll records and provide accurate itemized wage statements; (9) failure to provide one day's rest; (10) business expense reimbursements; (11) violation of Unfair Competition Law; and, any other Labor Code violations that were or could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2801.5, 2802, and Business and Professions Code section 17200 *et seq.* during the Class Period. Notwithstanding the foregoing, Plaintiff's Release does not cover or include Plaintiff's separate and unrelated individual claims that relate to the termination of his employment and were alleged in *Mills v. Facility Solutions Group, Inc.*, Los Angeles County Superior Court, Case No. 20STCV44744, currently venued in the American Arbitration Association ("AAA") (AAA Case No. 01-21-0016-0905).
- 1.40. "Released PAGA Claims" means the claims being released by the Class Representative, Class Members, and the State of California for civil penalties they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were or could have been alleged based on the facts stated in the Class Action Complaint for Damages in the Action and/or in Plaintiff's PAGA Notices submitted to the LWDA, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to all claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) unlawful deduction of wages; (4) failure to pay vested vacation wages; (5) failure to provide meal periods; (6) failure to reimburse business expenses;

(7) failure to timely pay wages; (8) failure to maintain payroll records and provide accurate itemized wage statements; (9) failure to provide one day's rest; (10) business expense reimbursements and any other Labor Code violations that were or could have been alleged in the Action based on the facts alleged in the Action, which includes, but not limited to, alleged violations of Labor Code sections 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 210, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.3(b), 1198.5, 1199, 1199.5, 2800, 2801, 2801.5, 2802 and Business and Professions Code section 17200 *et seq.* during the PAGA Period

- 1.41. "Released Parties" means: (i) Facility Solutions Group, Inc. ("Defendant"); (ii) each of Defendant's past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present owners, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.
- 1.42. "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.
- 1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 7 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Unlawful Deduction Class" shall include all employees who worked for FSG in California and whose wages were deducted through FSG's "Share the Light" program during the Class Period.
- 1.46. "Vacation Class" shall include all former employees who worked for FSG in California and earned and accrued vacation during the Class Period.
- 1.47. "Workweek" means any week during which a Class Member worked for FSG for at least one day, during the Class Period.

2. RECITALS

- 2.1. On November 16, 2020, Plaintiff commenced this Action by filing a Class Action Complaint for Damages ("Operative Complaint") alleging causes of action against FSG for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3)

Unlawful Deduction of Wages; (4) Failure to Pay Vested Vacation Wages; (5) Failure to Provide Meal Periods; (6) Failure to Reimburse Business Expenses; (7) Failure to Timely Pay Wages; (8) Failure to Maintain Payroll Records and Provide Accurate Itemized Wage Statements; (9) Failure to Provide One Day's Rest; (10) Violation of California Unfair Competition Laws; and (11) California Labor Code Private Attorneys General Act (PAGA). The Complaint is the Operative Complaint in the Action. FSG denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to FSG and the LWDA by sending the PAGA Notice.
- 2.3. On July 27, 2023, the Parties participated in an all-day mediation presided over by David A. Rotman, which included a mediator's proposal that led to this Agreement to settle the Action.
- 2.4. Prior to mediation, the Parties engaged in formal and informal discovery, including without limitation, the exchange of employment policies, a class list, wage statements and time records of the Class. 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. Stipulation to Class Certification and Representative Treatment. The Court has not granted Class Certification. For settlement purposes only, the Parties stipulate that the Participating Class Members described herein who do not submit a timely Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to conditional class certification and representative treatment be deemed as a waiver to any additional defenses against class or representative action treatment. Should, for whatever reason, the Court fail to issue a Final Approval Order, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves it rights and declares that it would oppose class certification, representative treatment, and the substantive merits of the Action should the Court decline to issue a Final Approval Order. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification, representative treatment, and a trial in the Action should the Court decline to issue a Final Approval Order.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraphs 4.1 and 8 below, FSG promises to pay One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), and no more, as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. FSG has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement, but may do so if it desires. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment.

3.1.1 Non-Reversion. None of the Gross Settlement Amount will revert to FSG. Any uncashed and cancelled settlement checks after the void date shall revert to the State of California Department of Industrial Relations Unclaimed Wages Fund. The Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

3.2 Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, 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 Order

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than fifteen thousand dollars (\$15,000) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%), which is currently estimated to be Four Hundred Twenty Thousand Dollars (\$420,000) and Class Counsel Litigation Expenses Payment of not more than Eighteen Thousand Five Hundred Dollars (\$18,500). FSG will not oppose or otherwise object to Plaintiff's application for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 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 in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount, which shall be paid to Class Members on a proportional basis relative to the size of their claims as set forth in Paragraph 3.2.4 below. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and 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 FSG harmless, and indemnifies FSG, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Ten Thousand Dollars and No Cents (\$10,000) except for a showing of good cause, agreed upon in writing by the Parties, and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Ten Thousand Dollars and No Cents (\$10,000), remainder shall be retained in the Net Settlement Amount to be distributed as set forth herein.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment shall be calculated as follows:
- 3.2.4.1 Electrician Class: The Individual Class Payment to the Participating Class Member in the Electrician Class Members shall be apportioned by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members in the Electrician Class and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.2 Unlawful Deduction and Vacation Class: Each Participating Class Member in the Unlawful Deduction and/or Vacation Class will receive One Hundred Dollars (\$100) per class, or Two Hundred Dollars (\$200) total for participating in both the Unlawful Deduction and Vacation Class.
- 3.2.4.3 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The eighty percent (80%) of each Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portion is 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. No opinion regarding the tax consequences of this Settlement to any individual Participating Class Member is being given, or will be given,

by FSG, counsel for FSG, Plaintiff, or Class Counsel. Participating Class Members must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.5.3 No payroll taxes shall be withheld or deducted from each Aggrieved Employee's Individual PAGA Payment, and the Administrator shall issue to Aggrieved Employees an IRS Form 1099 for each such payment.

3.3. FSG's Fees and Costs. FSG will bear its own attorneys' fees and costs.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods and Escalator Clause. Based on a review of its records, FSG estimates that at the time of mediation there were: 221 Electrician Class Members who worked 17,144 total Workweeks during the Class Period; 159 Aggrieved Employees who worked a total of 12,294 PAGA Pay Periods; 120 Class Members in the alleged Unlawful Deduction Class; and, 279 Class Member in the Vacation Class. In the event that the Total Workweeks for the Electrician Class in the Class Period increases by more than 10% (i.e., if there are 18,858 or more Total Workweeks in the Class Period) then FSG may elect one of the following within eight business days after the Court grants Preliminary Approval of the Settlement: (a) the Gross Settlement Amount shall be increased by the percentage in excess of 10% (i.e., if the Total Eligible Workweeks increase by 11%, then the Gross Settlement Amount

shall be increased by 1%); or (b) or close the Class Period as of the day before the date the pro rata Workweek increase would begin. The Total Workweeks for the alleged Unlawful Deduction Class and Vacation Class shall not be included for purposes of this section, except to the extent alleged Unlawful Deduction Class Members or Vacation Class Members are also in the Electrician Class.

- 4.2 Class Data. Not later than 8 business days after the Court grants Preliminary Approval of the Settlement, FSG will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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. FSG 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 FSG 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. FSG shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay FSG's share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after FSG funds the Gross Settlement Amount and the Court has granted Final Approval, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. Any checks that are not cashed within one hundred eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the releases provided for herein and the Participating Class Member or Aggrieved Employee shall be deemed to, nevertheless, be bound by the releases provided herein. The face of each check shall prominently state the date when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA

Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 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, requested by the Class Member prior to the void date.
- 4.4.3 For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate FSG to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when FSG fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release the Released Claims against all Released Parties as follows:

- 5.1 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 of Plaintiff's individual claims under California Code of Civil Procedure Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

To the maximum extent permitted by law, this general release and discharge includes without limitation all claims, transactions, or occurrences that occurred at any time during his employment with FSG, including, but not limited to: (a) all claims arising from his employment; (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's Release does not cover or include Plaintiff's separate and unrelated individual claims that relate to the termination of his employment and were alleged in *Mills v. Facility Solutions Group, Inc.*, Los Angeles County Superior Court, Case No. 20STCV44744, currently venued in the American Arbitration Association ("AAA") (AAA Case No. 01-21-0016-0905).

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

With the exception of Plaintiff based on Paragraph 5.1 above, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all Released Class Claims including those that were alleged, or reasonably could have been alleged, in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims for PAGA penalties that were alleged, or reasonably could have been alleged in the Operative Complaint and/or the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall submit to the Court a Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion") that complies with the Court's current checklist for Preliminary Approvals

6.1 FSG's Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, FSG will prepare and deliver to Class Counsel a signed Declaration from FSG and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Settlement Administrator.

- 6.2 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/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (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 or Class 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 Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, video, or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, video, or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.5 Confirmatory Discovery. The Parties agree that Defendant shall not be required to produce any further confirmatory discovery to Plaintiff, unless ordered by the Court in

accordance with Preliminary Approval Order and/or Final Approval Order of this settlement. In the event, the Court requires further confirmatory discovery the same will be specifically limited to the documents ordered by the Court.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment CPT Group, Inc. 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 out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 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, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Members and/or Aggrieved Employees and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 7 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, FSG 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 7 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 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 45 days after the Administrator mails the Class Notice (plus an additional 7 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. The Request for Exclusion must also: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Except as otherwise set forth in Paragraph 7.5.4, any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object to or appeal the Settlement. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

7.5.2 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.

7.5.3 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 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 7 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The challenging Class Member must submit supporting documentation to support their claims. In the absence of any contrary documentation, the Administrator must 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 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 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, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 7 days for Class Members whose Class Notice was re-mailed).

- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.7.4 If a Class Member submits both a Request for Exclusion and an objection, then the Request for Exclusion will be valid and will invalidate the objection.
- 7.8 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 or otherwise.
 - 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members and Aggrieved Employees 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 and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 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).
 - 7.8.3 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 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
 - 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 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 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. FSG'S RIGHT TO WITHDRAW.

- 8.1 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, FSG may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if FSG 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, FSG will remain responsible for paying all Settlement Administration Expenses incurred to that point. FSG must notify Class Counsel and the Court, in writing, 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.

9. MOTION FOR FINAL APPROVAL.

- 9.1 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall make diligent and reasonable efforts to provide drafts of these documents to Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously

meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.2 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.
- 9.3 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 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.4 Continuing Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6, 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) interpreting, implementing and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.5 Nullification of Agreement. In the event: (i) the Court denies preliminary approval of the Settlement, with prejudice; (ii) the Court denies final approval of the Settlement, with prejudice; (iii) the Court refuses to enter a Final Judgment as provided herein; (iv) Defendants exercise their right to withdraw under Section 8 of the Agreement; or (v) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.
- 9.6 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 reflected 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.

- 9.7 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall 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 of any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by FSG that any of the allegations in the Operative Complaint have merit or that FSG has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that FSG's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, FSG reserves the right to contest certification of any class for any reasons, and FSG reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest FSG's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, FSG and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys or accountants all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,

inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, engage in any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved.” This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. Neither the Parties nor their counsel will initiate public comment, including but not limited to press inquiries or website, blog, or social media postings.

- 11.3 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. 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.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and FSG, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to obtain Court approval to finalize the Settlement. In the event the Parties are unable to resolve any differences on their own, the Parties further agree to engage David A. Rotman for the purpose of helping the Parties to resolve any disputes about the terms and conditions of the Settlement; provided, however, that if he is unavailable within seven (7) days of initially being contacted by the Parties, either Party may elect to submit the matter to the Court in lieu of mediation. Any fees and costs for the mediator’s services shall be split evenly between the Parties. If the Parties submit the matter to mediation and are unable to resolve the disagreement at mediation, the Parties shall seek the assistance of the Court in resolving the dispute.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, FSG nor Defense Counsel are 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.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Class Counsel and Defense Counsel, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of 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.
- 11.13 Confidentiality. 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.
- 11.14 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 FSG in connection with the mediation, other settlement negotiations, or in connection with the 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 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 FSG unless, prior to the Court's discharge of the Administrator's obligation, FSG makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 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 United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Shadie Berenji (berenji@employeejustice.law)
Kristopher Tayyeb (tayyeb@employeejustice.law)
Berenji Law Firm
8383 Wilshire Blvd., Suite 708
Beverly Hills, California 90211
T: (310) 855-3270

To FSG:

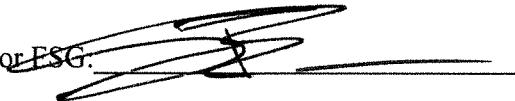
Lindsay Ayers (layers@cdflaborlaw.com)
Samantha Tanner McKay (smckay@cdflaborlaw.com)
CDF Labor Law
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612
T: (949) 622-1661

- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 11.20 Enforceability. The Court shall retain jurisdiction to enforce this settlement pursuant to CCP section 664.6.

WHEREFORE, Plaintiff, on behalf of himself and the Participating Settlement Class Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

For Plaintiff: _____ Date: _____

For FSG:  _____ Date: 3/19/2024

For Plaintiff's Counsel: _____ Date: _____

For FSG's Counsel:  _____ Date: March 20, 2024