JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT RELEASE

This Joint Stipulation of Class Action and PAGA Settlement Release ("Settlement Agreement" or "Stipulation") is reached by and between Plaintiffs Daniel Gonzalez, Juan Gomez-Luna, Ian Watts ("Plaintiffs" or "Class Representatives"), as individuals and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant CR&R, Incorporated ("Defendant"), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by Michael Nourmand and James A. De Sario of The Nourmand Law Firm, APC, James Hawkins and Christina Lucio of James Hawkins, APLC, and Marcus J. Bradley and Kiley L. Grombacherof Bradley/Grombacher, LLP. (collectively, "Class Counsel"). Defendant is represented by Grant Alexander and Melissa Bell of Allen Matkins Leck Gamble Mallory & Natsis LLP.

On March 17, 2020 Plaintiff Daniel Gonzalez filed his lawsuit against CR&R, Incorporated in Riverside Superior Court, titled *Daniel Gonzalez v. CR&R Incorporated, et al.* Case No. RIC2001229 ("*the Gonzalez Action*"), for which the operative complaint alleges: (1) Failure to Pay All Wages for all hour worked (California Labor Code § 1194); (2) Failure to Pay Overtime (California Labor Code §§ 510, 1194); (3) Failure to Pay All Final Wages in a timely fashion (California Labor Code §§201-203); (4) Failure to Provide Lawful Wage Statements (California Labor Code § 226); (5) Violation of the Unfair Competition Law; and (6) PAGA Penalties.

On April 13, 2020, Plaintiff Juan Gomez-Luna filed his lawsuit in Orange County Superior Court titled *Kenneth McCoy Darden, et al. v. CR&R Incorporated, et al.*, Case No. 30-2020-01142933-CU-OE-CXC ("*the Darden Action*"), for which the operative complaint alleges: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay all Wages Upon Termination; (6) Failure to Provide Accurate Wage Statements' (7) Violation of the Unfair Competition Law; and (8) PAGA Penalties.

On September 14, 2022, Plaintiff Ian Watts filed his Class Action Complaint in Riverside County Superior Court titled *Ian Watts v. CR&R Incorporated, et al.*, Case No. CVR12203967 ("*the Watts Action*"), for which the operative complaint alleges causes of action for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure to Provide Lawful Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages Owed Upon Separation from Employment; (7) Failure to Reimburse Necessary Expenses; (8) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions; (9) Violation of the Unfair Competition Law; and (10) PAGA penalties.

Collectively, the lawsuits are coordinated in Riverside Superior Court Case before Judge Manuel Bustamante as *JCCP5145 CR&R Wage and Hour Cases*. The Plaintiffs have been compelled to arbitration. The Parties have agreed to consider a class action settlement for the PAGA Period (March 17, 2019 to the present).

As a material term of the Settlement, the Parties will stipulate for Plaintiffs to file an amended complaint in the Gonzalez action to add class allegations. Specifically, the Parties agree that the amended complaint shall add all Plaintiffs, , Juan Gomez-Luna, and Ian Watts, as named plaintiffs in the Gonzalez action, consolidating all causes of action and factual allegations in Plaintiffs' respective Actions, and consolidating all claims under the PAGA. Following the filing of the amended complaint, two of the three named Plaintiffs Gomez- Luna, and Watts will dismiss their respective separately filed actions, without prejudice.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class and Allegedly Aggrieved Employees. Accordingly, the Parties agree as follows:

1. Settlement Class and Allegedly Aggrieved Employees Defined.

A. **Settlement Class:** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

(1) All current and former non-exempt employees who worked for Defendant in California between March 17, 2019 and the date the Court grants Preliminary Approval of the Settlement or to 60 days after the date the Settlement Agreement is fully executed, whichever date occurs first (the "Class Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

B. **Allegedly Aggrieved Employees:** For purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the following:

(1) All current and former non-exempt employees who worked for Defendant in California between the period from March 17, 2019 through the date the Court grants Preliminary Approval of the Settlement or to 60 days after the date the Settlement Agreement is fully executed, whichever date occurs first (the "PAGA Period").

2. Release by Settlement Class Members and Plaintiffs

The claims released by Plaintiffs and Class Members, other than those who submit requests for exclusion, are all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaints in JCCP5145 during the Class Period (the "Released Class Claims").

The claims released by PAGA Members (the "Released PAGA Claims") are all claims, rights, demands, liabilities, and causes of action for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaints in JCCP5145 and Plaintiffs' PAGA Notices during the PAGA Period.

Plaintiffs and each Settlement Class member who does not timely opt out of the settlement, will fully and finally release and discharge Defendant and all of its officers, directors, employees, and agents (the "Released Parties") as follows:

A. Upon the full funding of the Gross Settlement Amount, all Settlement Class members who do not timely opt out shall fully and finally release and discharge the Released Parties from liability for all claims under state, federal and local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative complaint based on the factual allegations therein, including but not limited to claims for Failure to Pay Minimum Wages; Failure to Pay Overtime Owed; Failure to Provide Lawful Meal Periods; Failure to Authorize and Permit Rest Periods; Failure to Timely Pay Wages During Employment; Failure to Timely Pay Wages Owed Upon Separation from Employment; Failure to Reimburse Necessary Expenses; Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions that arose during the Class Period ("Class Released Claims"). For avoidance of doubt, this release applies to the Class Period and class action claims.

B. Upon the full funding of the Gross Settlement Amount, all Settlement Class members, regardless of whether they opt out shall fully and finally release and discharge the Released Parties from liability for PAGA penalties for all claims under state, federal and local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative complaints in the Action, or which could have been pled in the operative complaint, based on the factual allegations therein, including but not limited to claims for Failure to Pay Minimum Wages; Failure to Pay Overtime Owed; Failure to Provide Lawful Meal Periods; Failure to Authorize and Permit Rest Periods; Failure to Timely Pay Wages During Employment; Failure to Timely Pay Wages Owed Upon Separation from Employment; Failure to Reimburse Necessary Expenses; Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions that arose during the PAGA Period ("PAGA Released Claims"). For avoidance of doubt, this release applies to the PAGA Period and claim for PAGA penalties.

C. In light of Plaintiffs' Class Representative Service Payments, Plaintiffs agree to release any claims they may have as individuals and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law and or any local or municipal law, against Defendant. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

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

D. Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

E. The Settlement shall become effective on the date upon which the Court signs an Order granting final approval of the Settlement Agreement ("Effective Date").

3. Gross Settlement Amount. Defendant will be obligated to pay a non-reversionary Gross Settlement Amount of Six Million Five Hundred Thousand Dollars ($6,500,000.00) ("Gross Settlement Amount"), which shall be used to satisfy all of Defendant's liabilities arising from the settlement (except for employer-side taxes), inclusive of payments to Class Members who do not opt out of the settlement, Plaintiffs' Service Award, Attorneys' Fees and Costs, the PAGA Settlement Amount, and the Settlement Administrator's fees and expenses. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Class Members worked approximately 330,000 work weeks through the date of mediation (i.e., April 25, 2024). As to that portion of Class Members' settlement payments that constitutes wages, any employer taxes, including the employer FICA, FUTA, and SDI contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

A. The Parties agree to pay a Settlement Administrator chosen by Class Counsel and approved by Defendant for its reasonable fees and expenses related to administering this Settlement.

B. Defendant shall pay the Gross Settlement Amount to the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class members;

(2) All costs of the Settlement Administrator which are not to exceed $25,000, subject to Court approval;

(3) Up to Ten Thousand Dollars $10,000.00 each (Thirty Thousand Dollars $30,000.00 total) for Plaintiffs' Class Representative Service Awards in recognition for Plaintiffs' contributions to the Action and service to the

Settlement Class, subject to Court approval;

(4) Up to $2,275,000 or 35% of the Gross Settlement Amount payable to Class Counsel for reasonable attorneys' fees incurred to prosecute the Action., plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than $50,000.00, subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation in the Action, including without limitation, all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received; and

(5) Two Hundred Thousand Dollars ($200,000) the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Penalties shall be allocated as: Fifty Thousand Dollars ($50,000) for the twenty-five percent (25%) due to the Allegedly Aggrieved Employees and One Hundred Fifty Thousand Dollars and Zero Cents ($150,000) for the seventy-five percent (75%) to the LWDA in settlement of PAGA Claims.

D. Defendant will not oppose the reasonableness of these requests. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs to Class Counsel, neither Plaintiff nor Class Counsel shall have the right to revoke this Agreement, and it will remain binding. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

E. **Employer Payroll Taxes.** The Gross Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Gross Settlement Amount.

F. **Escalator Clause:** The Parties agree based on the data that there are an estimated 330,000 aggregate workweeks worked by the approximately 3,083 Settlement Class Members at the time of mediation. If the actual number of aggregate workweeks worked by the Settlement Class Members exceeds this figure by more than 10% (i.e., if there are 363,000 or more aggregate workweeks worked by the Settlement Class Members), then Defendant will increase the Gross Settlement Amount proportionally by the Workweeks in excess of the Gross Settlement Amount will be increased by the same proportion above 10% excess of 330,000 multiplied by the Workweek value (for example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%). Also, if 5% or more of the Class Members opt out of the class action settlement, Defendant shall have the option of canceling this settlement. Defendant's counsel will confer with Plaintiff's counsel before any cancellation. In the event Defendant decides to cancel the settlement, any costs incurred by the Settlement Administrator will be split equally between Plaintiffs (50%) and Defendant (50%). The parties agree to cooperate to promote participation in the settlement, and the preliminary and final approval of the settlement.

4. **Payments to the Settlement Class:** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, there will be no claims process and no reversion. Rather, all Class Members who do not opt out will receive a check for their shares of the settlement fund. The Net Settlement Amount will be distributed to Class Members based on number of weeks each Class Member worked during the Class Period.

(1) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid requests for exclusion.

(2) If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

C. All Individual Settlement Payments will be allocated as follows: twenty percent (20%) to settlement of wage claims and eighty percent (80%) to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator.

The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

D. Within ten (10) business days following the full funding of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.

E. The portion of the PAGA Amount payable to the PAGA Allegedly Aggrieved Employees shall be allocated as 100% penalties.

F. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement. To the extent that this Settlement Agreement is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any employee tax obligations regarding the allocation of the Gross Settlement Amount or any payment made pursuant to this Settlement Agreement.

G. Each member of the Settlement Class who receives an Individual Settlement Payment must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. CR&R Incorporated shall be deemed to fully discharge its obligations to participating Settlement Class members to whom a, Individual Settlement Payment is mailed, regardless of whether such checks are actually received and/or negotiated by Settlement Class members.

H. Neither Plaintiffs nor CR&R Incorporated shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 35% of the Gross Settlement Amount, which is currently estimated to be $2,275,000. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed $50,000.00 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement

Administrator for the fees and costs award approved by the Court. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs to Class Counsel, neither Plaintiff nor Class Counsel shall have the right to revoke this Agreement, and it will remain binding. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

6. **Class Representative Service Awards.** Defendant will not object to a request for Class Representative Service Awards in the amount of $10,000.00 each ($30,000.00 total) for Plaintiffs' time and risk in prosecuting this case, Plaintiffs' service to the Settlement Class, and in exchange for Plaintiffs' general release of claims. These awards will be in addition to Plaintiffs' Individual Settlement Payments as Settlement Class members, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of ILYM Group as Settlement Administrator. Defendant will not object to Plaintiffs seeking approval to pay up to $25,000 for the administration services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for establishing a QSF into which it shall deposit and hold the payment from Defendant comprising the Gross Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval:** The Parties agree to use their best efforts to schedule a hearing at which to seek preliminary approval of the Settlement so that the hearing occurs within sixty (60) calendar days of the date upon which the Parties execute a long form Settlement Agreement. If it is not possible to schedule a hearing on preliminary approval of the Settlement within sixty (60) calendar days of the date the long form Settlement Agreement is signed, the Parties agree to schedule that hearing at the first available date thereafter. Plaintiffs will move the Court for preliminary approval of the Settlement. The Parties agree that Plaintiffs' motion for preliminary approval will seek, inter alia, certification of a class, and that this certification is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified as Plaintiffs proposed or (ii) Defendant is liable to Plaintiffs or the Class as Plaintiffs allege.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

   A. Within fifteen (15) business days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

D. <u>Requests for Exclusion.</u> Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

(1) The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last

four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except as to that portion of the Settlement and final judgment dedicated to alleged violations of the PAGA and associated penalties.

(2) At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.

(3) Defendant's Right to Rescind. Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement if more than five percent (5%) of the putative Settlement Class members validly exclude themselves from the Settlement. Defendant shall communicate its decision to nullify the Settlement Agreement pursuant to this paragraph in writing to the Settlement Administrator and Class Counsel no later than ten (10) calendar days after the Response Deadline. In the event that Defendant elects to exercise this right, Defendant shall be solely responsible for paying all costs incurred by the Settlement Administrator through the date that Defendant communicates its decision to nullify the Settlement Agreement in writing to the Settlement Administrator and Class Counsel.

(4) PAGA Allegedly Aggrieved Employees. All PAGA Allegedly Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

H. Notice of Final Approval. A notice of the Court's Final Approval Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Allegedly Aggrieved Employees, in compliance with CRC Rule 3.771(b).

10. Final Approval. Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and

C. Entering judgment pursuant to California Rule of Court 3.769.

11. Non-Admission of Liability. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE

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

13. **Waiver and Amendment:** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Confidentiality:** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the settlement.

15. **Notices:** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Marcus J. Bradley of Bradley/Grombacher, LLP
31365 Oak Crest Drive, Suite 240 | Westlake Village, CA 91361
mbradley@bradleygrombacher.com
Michael Nourmand of The Nourmand Law Firm, APC
8822 West Olympic Boulevard, Beverly Hills, California
90211
mnourmand@nourmandlawfirm.com

if to Defendant: Melissa Bell of Allen Matkins Leck Gamble Mallory & Natsis LLP
865 South Figueroa Street, Suite 2800, Los Angeles, CA 90017
mbell@allenmatkins.com

16. Binding Agreement: The Parties intend that this Settlement Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law.

17. Entire Agreement: This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. Counterparts: This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

DANIEL GONZALEZ

Dated: 12/10/2024

Firmado por:

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Plaintiff

JUAN GOMEZ-LUNA

Dated:____________________

Plaintiff

IAN WATTS

Dated:____________________

Plaintiff

DEFENDANT CR&R, INCORPORATED

Dated:____________________

By:______________________

Its:______________________

APPROVED AS TO FORM:

Dated:____________________

JAMES HAWKINS, APLC

By:___________________________________

James Hawkins
Christina Lucio

Attorneys for Plaintiffs

Dated:____________________

THE NOURMAND LAW FIRM, APC

By:___________________________________

Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs

Dated: 12/10/2024

BRADLEY GROMBACHER, LLP

By: DocuSigned by: Marcus Bradley 4EC77CC0440240A...

Marcus Bradley
Kiley L. Grombacher

Attorneys for Plaintiffs

Dated:____________________

ALLEN MATKINS LLP

By:___________________________________

Grant Alexander
Melissa Bell

Attorneys for Defendant

DANIEL GONZALEZ

Dated:____________________

____
Plaintiff

JUAN GOMEZ-LUNA

Dated: 12/03/2024

Juan Gómez
Plaintiff

IAN WATTS

Dated:____________________

____
Plaintiff

DEFENDANT CR&R, INCORPORATED

Dated: 12/3/2024

DocuSigned by:
Joyce Amato
0BA4A2ABBBC2402...
By: Joyce Amato
Its: Senior Financial Advisor

APPROVED AS TO FORM:

Dated:__________________

JAMES HAWKINS, APLC

By:____________________________

James Hawkins
Christina Lucio

Attorneys for Plaintiffs

Dated: December 4, 2024

THE NOURMAND LAW FIRM, APC

By: Michael Nourmand

Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs

Dated:__________________

BRADLEY GROMBACHER, LLP

By:____________________________

Marcus Bradley
Kiley L. Grombacher

Attorneys for Plaintiffs

Dated: 12/3/2024

ALLEN MATKINS LLP

By: Signed by: Melissa K. Bell 8B607AE281DD40C...

Grant Alexander
Melissa Bell

Attorneys for Defendant

DANIEL GONZALEZ

Dated:____________________

____
Plaintiff

JUAN GOMEZ-LUNA

Dated:____________________

____
Plaintiff

IAN WATTS

Dated: 12/10/24

Ian Watts
Ian Watts (Dec 10, 2024 10:28 PST)
Plaintiff

DEFENDANT CR&R, INCORPORATED

Dated: 12/3/2024

DocuSigned by:
Joyce Amato
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By: Joyce Amato
Its: Senior Financial Advisor

APPROVED AS TO FORM:

Dated: 12/10/2024

JAMES HAWKINS, APLC

By:____________________
James Hawkins
Christina Lucio

Attorneys for Plaintiffs

Dated:____________________

THE NOURMAND LAW FIRM, APC

By:____________________
Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs

Dated:____________________

BRADLEY GROMBACHER, LLP

By:____________________
Marcus Bradley
Kiley L. Grombacher

Attorneys for Plaintiffs

Dated: 12/3/2024

ALLEN MATKINS LLP

Signed by:
Melissa K. Bell
8B607AE261DD40C...

By:____________________
Grant Alexander
Melissa Bell

Attorneys for Defendant

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Gonzalez, et al. v. CR&R Incorporated
Superior Court of the State of California for the County of Riverside
Case No. JCCP5145

This notice is to the following individuals in connection with a pending class action settlement:

All individuals currently or formerly employed by CR&R Incorporated in California as hourly, non-exempt employees during the Class Period of March 17, 2019, through the date the Court grants Preliminary Approval of the Settlement or to sixty (60) days after the date the Settlement Agreement is fully executed, whichever date occurs first.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Riverside (the "Court") has preliminarily approved this class and representative action lawsuit filed by Daniel Gonzalez, Juan Gomez Luna, and Ian Watts ("Class Representatives") against CR&R Incorporated ("CR&R") for alleged wage and hour violations (the "Lawsuit"). CR&R denies all claims and maintains it has fully complied with the law.

The proposed Settlement has two main parts: (1) a Class Settlement requiring CR&R to fund Individual Class Payments, and (2) a PAGA Settlement requiring CR&R to fund Individual PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency ("LWDA").

CR&R's records reflect you worked for CR&R **[[Individual Workweeks]]** workweeks as a non-exempt hourly employee during the Class Period of March 17, 2019, through the date the Court grants Preliminary Approval of the Settlement or to sixty (60) days after the date the Settlement Agreement is fully executed, whichever date occurs first. Based on this information, your Individual Class Payment is estimated to be $**[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

CR&R's records reflect you worked for CR&R **[[Individual Workweeks]]** workweeks as a non-exempt hourly employee during the PAGA Period of March 17, 2019, through the date the Court grants Preliminary Approval of the Settlement or to sixty (60) days after the date the Settlement Agreement is fully executed, whichever date occurs first. Based on this information, your Individual PAGA Payment is estimated to be $**[[Individual PAGA Payment]]** (If no amount is stated for your Individual PAGA Payment, then according to CR&R's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment

	if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
Opt Out	You may opt out of the Settlement by submitting a written Request for Exclusion to the Settlement Administrator to exclude yourself, or "Opt-Out," no later than sixty (60) calendar days of the date of the initial mailing of the Notice Packets. If you Opt-Out, you may not object to the Settlement, you will not receive an Individual Class Payment (excluding only an Individual PAGA Payment, if you are eligible), and you shall not be bound by the release provisions in the settlement.
Object	You may object to the Settlement by submitting a written objection to the Settlement Administrator, Class Counsel and Defense Counsel no later than sixty (60) calendar days of the date of the initial mailing of the Notice Packets, stating each of your objections to the Settlement. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
DISPUTE YOUR WORKWEEK OR PAGA PAY PERIOD CREDITS	If you wish to contest or dispute the number of workweeks the Settlement Administrator assigns to you for the purpose of calculating your Individual Class Payment and/or Individual PAGA Payment, you must write to the Settlement Administrator no later than sixty (60) calendar days of the date of the initial mailing of the Notice Packets, stating why you dispute the calculation and providing documents supporting what you believe is the correct number of Workweeks.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501, to determine whether the Settlement is fair, adequate and reasonable. You do not have to attend but you do have the right to appear. The date and time of the Final Approval Hearing may change without further notice, so please contact the Settlement Administrator or Class Counsel for further updates. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representatives is a former employee of CR&R. The Class Representatives alleged CR&R violated California labor and employment laws including, without limitation, meal period violations, rest period violations, untimely payment of wages, wage statement violations, waiting time penalties, violations of the unfair competition laws, failure to reimburse necessary business expenses, failure to pay all wages owed each payday which includes minimum and overtime wages, and failure to maintain accurate records. Plaintiffs are collectively represented by Bradley/Grombacher, LLP, The Nourmand Law Firm, APC, and James Hawkins, APLC ("Class Counsel.")

CR&R denies all liability and is confident it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with continued litigation. CR&R contends that its business practices are and have been lawful at all relevant times and that Plaintiffs' claims are without merit and fail to satisfy the requirements for class certification.

This settlement is a compromise, reached after good faith, arm's-length negotiations between Plaintiffs and CR&R and is not an admission of liability by CR&R. All parties agree that, considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Private Attorneys General Act ("PAGA") alleged by Plaintiffs allow employees to file a representative action on behalf of themselves, all aggrieved employees, and the State of California for certain alleged Labor Code violations, and, if successful, recover civil penalties for the same Labor Code violations. An aggrieved employee is a person against whom one or more alleged labor violations was committed.

The Court has not ruled on the merits of Plaintiffs' claims or CR&R's defenses. By granting preliminary approval of the settlement, the Court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing.

2. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of $6,500,000 and authorize the following deductions: Class Representative Service Payments (totaling $30,000, with up to $10,000 to each Class Representative); Class Counsel Attorneys' Fees in the amount of 35% of the Gross Settlement ($2,275,000); Class Counsel Litigation Costs (not to exceed $50,000); an LWDA PAGA Payment of $200,000 for PAGA penalties, with 25% of that amount, or $50,000 to be paid as Individual PAGA Payments to all Class Members who worked from March 17, 2019, through the date the Court grants Preliminary Approval of the Settlement or to sixty (60) days after the date the Settlement Agreement is fully executed, whichever date occurs first ("the PAGA Period") and 75% of the amount ($150,000) to be paid to the LWDA; and the Administration Expenses to be paid to the third-party settlement administrator (not to exceed $25,000).

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. 20% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 80% shall constitute interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.

CR&R will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by the [[Response Deadline]] "Response Deadline".

If you worked at all during the PAGA Period, you are entitled to an Individual PAGA Payment. Because the LWDA PAGA Payment is recovered on behalf of the State of California, you may not Opt-Out of the PAGA Settlement Payment. Such payments shall not constitute consideration offered or exchanged for the release of any recipient's individual, private rights of action. Accordingly, even if you are eligible to receive an Individual PAGA Payment, you may still choose to Opt-Out of the Settlement.

After the Judgment is final and CR&R has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

<u>Release by Participating Class Members:</u> All Participating Class Members release and discharge Released Parties from any and all claims arising under state, federal or local law, whether statutory, common law, or administrative law, based on the factual allegations in the operative complaint, including, but not limited to, claims for: failure to pay minimum wages, failure to pay overtime owed, failure to provide lawful meal periods, failure to authorize and permit rest periods, failure to timely pay wages during employment, failure to timely pay wages owed upon separation from employment, failure to reimburse necessary expenses, knowing and intentional failure to comply with itemized wage statement provisions that arose during the Class Period ("Class Released Claims").

<u>PAGA Release:</u> Plaintiffs and the State of California release and discharge Released Parties from liability for PAGA penalties for all claims under state, federal, and local law, whether statutory, common law, or administrative law, based on the factual allegations in the operative complaint, or which could have been pled in the operative complaint, including, but not limited to, claims for: failure to pay minimum wages, failure to pay overtime owed, failure to provide lawful meal periods, failure to authorize and permit rest periods, failure to timely pay wages during employment, failure to timely pay wages owed upon separation from employment, failure to reimburse necessary expenses, knowing and intentional failure to comply with itemized wage statement provisions that arose during the PAGA Period ("Released PAGA Claims"). PAGA Members and the LWDA will be deemed to release the Released Parties from the Released PAGA Claims. The Released PAGA Claims will have a *res judicata* effect against any PAGA Member who makes a claim against any of the Released Parties for any of the claims or seeks to participate in any judgment or settlement of claims that are the subject of the Released PAGA Claims in any other representative action against any of the Released Parties.

<u>Released Parties:</u> Defendant and all of its present and former parent companies, commonly owned or controlled affiliates, subsidiaries, divisions, related or affiliated shareholders, officers, directors, employees, agents, attorney, insurers, successors, and assigns.

3. HOW IS MY INDIVIDUAL CLASS SETTLEMENT CALCULATED?

The number of Class Workweeks you worked for CR&R during the Class Period are stated on the first page of this notice. The Administrator will calculate Individual Class Payments by

(1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on the number of weeks you worked for CR&R during the Class Period in relation to other Class Members.

4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

You have until the Response Deadline to correct or challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, fax or email to the Administrator at the following address:

Administrator:
ILYM Group, Inc.
2832 Walnut Ave. Suite C
Tustin, CA 92780

The Administrator will accept CR&R's calculation of Workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member and/or PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you who wish to exclude yourself (Opt-Out of) the Class Settlement, you must send the Administrator, by fax, email or mail, a signed written Request for Exclusion which (a) includes the case name and number; (b) contains your full name, address, telephone number, and the last four digits of your Social Security Number; (c) clearly states that you do not wish to be included in the settlement; (d) is signed by you; (e) must be faxed, emailed or mailed to the Administrator at the specified address and/or facsimile number; and (f) be postmarked, emailed or faxed no later than sixty (60) calendar day after the date of the initial mailing of the Notice Packets.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator no later than sixty (60) calendar day after the date of the initial mailing of the Notice Packets. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] Dept. 1 of the Riverside Superior Court, located at **4050 Main Street, Riverside, CA 92501**. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representatives(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything CR&R and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. A true and correct copy of the fully executed Agreement is attached as Exhibit 1 to the Declaration of Marcus J. Bradley in support of Plaintiff Daniel Gonzalez's Motion for Preliminary Approval of Class Action Settlement filed on October 21, 2024. You can also telephone or send an email to Class Counsel at the address below:

<u>Class Counsel:</u>

Bradley/Grombacher, LLP
Marcus J. Bradley
Kiley L. Grombacher
Corey S. Smith
Kasra B. Ramez
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589

The Nourmand Law Firm, APC
Michael Nourmand
James A. De Sario
8822 West Olympic Blvd.
Beverly Hills, CA 90212
Telephone: (310) 553-3600
Facsimile: (310) 553-3603

James Hawkins, APLC
James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

EXHIBIT 2

OBJECTION FORM

Gonzalez, et al. v. CR&R Incorporated Case No. JCCP5145

You are receiving this form because you may be entitled to receive money from a Class Action Settlement. Use and return this form ***only*** if you wish to object to the Settlement. You may also object to the Settlement by making an oral objection at the Final Approval Hearing.

TO BE EFFECTIVE, YOU MUST POSTMARK OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER PROVIDED BELOW NO LATER THAN [**DEADLINE**]. THE OBJECTION FORM SHOULD NOT BE FILED WITH THE COURT.

THIS OBJECTION FORM MUST BE MAILED OR FAXED TO:
ILYM Group Inc., THE SETTLEMENT ADMINISTRATOR
2832 Walnut Ave STE C, Tustin, CA 92780
Fax No. 888.845.6185

I hereby object to the proposed settlement in the *Gonzalez, et al. v. CR&R Incorporated* lawsuit, Riverside County Superior Court Case No. JCCP5145 because:

____
____
____
____
____

I confirm that I was employed by CR&R Incorporated as an employee during the Class Period.

______________________________ ______________________________
Sign your name here Print your full name here

____
Address

____
Telephone

____
Last Four Digits of Social Security Number

EXHIBIT 3

<u>Request for Exclusion</u>

Gonzalez, et al. v. CR&R Incorporated Case No. JCCP5145

<u>COMPLETE THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS.</u>

YOU MUST POSTMARK OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [**<u>DEADLINE</u>**].

THIS MUST BE MAILED OR FAXED TO: **ILYM Group Inc., THE SETTLEMENT ADMINISTRATOR** **2832 Walnut Ave STE C, Tustin, CA 92780** **Fax No. 888.845.6185**

IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **<u>WILL NOT RECEIVE</u>** YOUR PAYMENT FROM THE CLASS SETTLEMENT, BUT IF YOU ARE A PAGA MEMBER, YOU WILL STILL RECEIVE YOUR PAYMENT FROM THE PAGA FUND.

I ____________________ request to be excluded from the Settlement Class in the matter of *Gonzalez, et al. v. CR&R Incorporated Case No. JCCP5145* (Riverside Superior Court). It is my decision NOT to participate in the Class Action Settlement referred to in the notice accompanying this Request for Exclusion Form.

I confirm that I was employed by CR&R Incorporated as an employee during the Class Period. I confirm that I have received Notice of the proposed Settlement in this action, that I have decided to exclude myself from the Class, and that I have decided not to participate in the proposed Settlement.

____________________________________ ____________________________________
Sign your name here Print your full name here

____
Address

____
Telephone

____
Last Four Digits of Social Security Number