

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

This PAGA Representative Action Settlement and Release (“Settlement Agreement”) is entered into between: Wesley Parry (“Plaintiff”) on behalf of and as a proxy of the State of California and the California Labor and Workforce Development Agency (“LWDA”) and on behalf of all other allegedly Aggrieved Employees, and Trillium USA Company, LLC (“Defendant” or “Company”) (collectively, the “Parties”), and their respective counsel of record. This Settlement Agreement is subject to its terms described below and Court approval. This Settlement Agreement accurately describes the Parties’ PAGA representative action settlement in the total amount of Two-Hundred-Forty-One Thousand One-Hundred-Fifty-Four Dollars (\$241,154.00) to resolve the PAGA claims, as described below.

I. DEFINITIONS

1. “Action” means the PAGA claims contained in the action entitled “*Wesley Parry v. Trillium USA Company, LLC, et al.*,” Case No. 37-2021-00010929-UC-OE-CTL, filed in the Superior Court of California in and for the County of San Diego.
2. “Approval Date” means the date the Court approves this Settlement Agreement, and enters the Order Granting Settlement Approval and Judgment to that effect.
3. “Approval Hearing” means the hearing on the Motion for Settlement Approval and Judgment. This Approval Hearing may be held on an *ex parte* basis, according to the Court’s preference.
4. “Court” means the Superior Court of California in and for the County of San Diego, which presides over the Action.
5. “Covered PAGA Pay Periods” means, as reflected on Defendant’s internal records, pay periods between March 11, 2020 and the Approval Date during which all Field Service Technicians who were employed by Defendant as non-exempt hourly employees in California.
6. “Defendant” means Trillium USA Company, LLC.
7. “Defendant’s Counsel” means Greenberg Traurig, LLP.
8. “Individual Settlement Amount” means the final gross amount sent and paid to any PAGA Member under this Settlement Agreement.
9. “Individual Settlement Fund” means the twenty-five percent (25%) of the Net Settlement

Amount allocated for the Individual Settlement Amount payments to the PAGA Members.

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “Net Settlement Amount” equals the Settlement Amount less Plaintiff’s Counsel’s attorneys’ fees and actual litigation costs, Settlement Administration Expenses, and the Service Enhancements to the Plaintiff.

12. “Order Granting Settlement Approval and Judgment” means the Order entered by the Court in the Action, *inter alia*: (1) approving the terms and conditions of this Settlement Agreement, including the payments and the release of claims as set forth herein; (2) approving the amount of attorneys’ fees and litigation costs to be awarded to Plaintiff’s Counsel, the Settlement Administration Expenses, and the Service Enhancement to be awarded from the Settlement Amount; and (3) dismissing the Action with prejudice and entering judgment in the Action pursuant to and consistent with the terms and conditions of this Settlement Agreement.

13. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.

14. “PAGA Member(s)” means all individuals employed by Defendant as non-exempt Field Service Technicians in California between March 11, 2020 and the Approval Date, excluding any such individual who has previously released their individual PAGA claims during this period of time.

15. “Plaintiffs’ Counsel” means Morello Law, P.C.

16. “Released Claims” means any and all claims, obligations, demands, rights, causes of action, and liabilities, under PAGA, that were asserted or could have been asserted against Trillium Releasees based on the factual allegations contained in the complaint filed in the Action (see section 25 below), the PAGA letter to the LWDA (see section 24 below), and any amendments thereto.

17. “Service Enhancement” means the incentive payment paid to Plaintiff in an amount not to exceed \$5,000, for the Plaintiff’s efforts and work in prosecuting the Action.

18. “Settlement Administration Expenses” means all settlement administration fees and costs, including those for the Settlement Administrator, in effectuating the Settlement and approved by the Court in an amount not to exceed \$2,150.00.

19. “Settlement Administrator” means Phoenix Class Action Administration Solutions, or any other third-party settlement administrator that the Parties jointly select.

20. “Settlement Agreement” or “Settlement” will mean this PAGA Representative Action Settlement and Release.

21. “Settlement Amount” is the sum of Two-Hundred-Forty-One Thousand One-Hundred-Fifty-Four Dollars (\$241,154.00), which represents the amount payable in this Settlement by Defendant, and includes all attorneys’ fees, litigation costs, the Settlement Administration Expenses, the Service Enhancement to the Plaintiff, and all settlement payments to the LWDA and the PAGA Members.

22. “Settlement Effective Date” means, after the Order Granting Settlement Approval and Judgment has been entered by the Court in the Action, the latter of the following dates: (a) if an appeal, review, or writ is not sought from the Order Granting Settlement Approval and Judgment, the 63rd day after service of notice of entry of the Order Granting Settlement Approval and Judgment; or (b) if an appeal, writ, or review is sought from the Order Granting Settlement Approval and Judgment, the day after the Order Granting Settlement Approval and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Order Granting Settlement Approval and Judgment is no longer subject to any further judicial review.

23. “Trillium Releasees” means Trillium USA Company, LLC and all of its current, future, and former parents, subsidiaries, divisions, affiliates, affiliates and subsidiaries under common ownership, owners, shareholders, members, directors, officers, employees, attorneys, insurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them.

II. LITIGATION BACKGROUND

24. On or about October 8, 2020, Plaintiff served the LWDA through its online portal with a PAGA notice letter which stated that Plaintiff intended to seek civil penalties against Defendant for alleged violations of the California Labor Code.

25. On May 11, 2021, Plaintiff filed a representative action under PAGA against Defendant in the Superior Court of California for the County of San Diego.

26. Defendant denies Plaintiff’s claims, and asserts that it has complied fully with California’s

labor laws and wage orders. Consequently, Defendant does not believe that any liability to Plaintiff, the State of California, the LWDA, or to any other PAGA Member exists, or that Plaintiff, the State of California, the LWDA, or any other PAGA Member are entitled to any recovery in the Action.

27. On January 31, 2023, counsel for the Parties participated in a mediation with experienced mediator Jason Marsili, Esq. The Action did not settle on that day.

28. Throughout the course of litigation and continuing through negotiations of the Settlement, Plaintiff's Counsel obtained, through informal discovery, workweek records and policies applicable to the PAGA Members' employment. Plaintiff's Counsel'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*").

29. With Mr. Marsili's assistance, over the next several months, the Parties continued their settlement negotiations. Ultimately, Mr. Marsili made a mediator's proposal that the Parties accepted on August 14, 2023. The terms of the settlement are now set forth in complete and final form in this Settlement.

30. Neither this Settlement, nor any final judgment under this Settlement, is an admission of any form of wrongdoing or liability by Defendant or the accuracy of any allegation raised in the Action. This Settlement is entered into in compromise of disputed claims. There has been no final determination by any Court as to the merits of the Action.

31. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the Action.

III. JURISDICTION AND VENUE

32. This Court has jurisdiction over the Parties and the subject matter of this Settlement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

33. In consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Non-Admission of Liability

34. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Defendant of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the PAGA Members, or any other person. Each Party has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Action. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff against Defendant.

B. Non-Approval By The Court

35. If this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect; and
- (b) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims or any claim arising out of the Action.

C. Settlement Payments

36. Defendant agrees to pay a Settlement Amount of Two-Hundred-Forty-One Thousand One-Hundred-Fifty-Four Dollars (\$241,154.00), inclusive of (a) all PAGA penalty settlement payments to the LWDA and PAGA Members; (b) any award of attorneys' fees and out-of-pocket litigation costs and expenses to Plaintiff's Counsel; (c) any award of a Service Enhancement; and (d) all Settlement Administration Expenses. The Parties specifically agree, subject to Court approval, to the following allocations to be paid from the Settlement Amount:

- (a) From the Settlement Amount, Plaintiff's Counsel may seek from the Court attorneys' fees up to \$84,403.90 (35% of the total) and actual litigation costs up to \$7,500.00 for serving as Plaintiff's Counsel. Defendant does not oppose Plaintiff's request for fees and costs provided it does not exceed these amounts and Plaintiff and Plaintiff's Counsel are not in breach of the Settlement Agreement.
- (b) From the Settlement Amount, Plaintiff's Counsel may seek from the Court a

Service Enhancement award to Plaintiff not to exceed \$5,000.00, which Defendant does not oppose so long as Plaintiff and Plaintiff's Counsel are not in breach of the Settlement Agreement.

- (c) From the Settlement Amount, Settlement Administration Expenses in a reasonable amount is currently estimated at \$2,150.00.
- (d) From the Net Settlement Amount, settlement payments attributable to PAGA penalties will be allocated and paid to the LWDA and the PAGA Members.
 - (i) Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA as its share of the Settlement attributable to PAGA penalties.
 - (ii) The remaining twenty-five percent (25%) of the Net Settlement Amount will be the Individual Settlement Fund and will be distributed as Individual Settlement Amounts to the PAGA Members based on their eligible employee service time for Covered PAGA Pay Periods, as reflected on Defendant's internal records. Individual Settlement Amounts will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the Individual Settlement Fund.
- (e) If the Court approves a lesser amount of attorney's fees and litigation costs and expenses, the Service Enhancement, and/or Settlement Administrator Expenses, than those sought by Plaintiff and Plaintiff's Counsel, any amount disallowed by the Court will be added to the Individual Settlement Fund to be distributed in pro rata shares to the PAGA Members. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's Counsel's petition for fees and costs or the amount of any Service Enhancement award.

- (f) The Settlement Administrator will disburse monies from the Net Settlement Amount as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and the Court of its fulfillment of the duties imposed by this Settlement Agreement.
- (g) The Settlement Administrator will issue settlement checks to the LWDA and PAGA Members under this Settlement Agreement, as well as the Service Enhancement to the Plaintiff and attorney's fees and costs awarded to Plaintiff's Counsel, by sending such payments by mail, wire, or other reliable means to the respective recipients as specified below.

D. Released Claims

37. Upon the Settlement Effective Date, Plaintiff individually, and the State of California, the LWDA, and all PAGA Members, through Plaintiff acting as a proxy for the State of California and the LWDA and as a Private Attorney General acting on behalf of all other PAGA Members, will be deemed to have fully, finally, and forever released the Trillium Releasees from all Released Claims as stated above.

E. Waiver of Appeal

38. The Parties expressly acknowledge and agree that approval of this Settlement Agreement, through the Order Granting Settlement Approval and Judgment, effectuates the Releases, extinguishes all Released Claims, and dismisses the Action with prejudice. Upon the Approval Date, Plaintiff, Defendant, and their counsel expressly agree to hereby waive and extinguish their right to appeal any order or judgment in the Action, and the judgment entered in the Action will be final.

F. No Right to Exclusion or Objections by PAGA Members

39. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any Individual Settlement Amount payment received as a result of

this Settlement. The Parties also agree that no PAGA Member, including Plaintiff, has the right to object to the terms of the Settlement Agreement and Plaintiff agrees not to object to the Settlement.

G. Motion for Settlement Approval and Entry of Judgment

40. On an *ex parte* basis, Plaintiff will file a motion for settlement approval and entry of judgment with the Court, in which Plaintiff will request that the Court, among other things, enter an Order Granting Settlement Approval and Judgment in accordance with the terms of this Settlement Agreement. Concurrent with filing the request for settlement approval and entry of judgment, Plaintiff will submit that motion and any supporting papers, including a copy of this Settlement Agreement, to the LWDA under Labor Code § 2699(l)(2).

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

41. Under this Settlement Agreement, the Settlement Administrator will be responsible for and the Settlement Administration Expenses will cover: (a) calculating and determining the LWDA's 75% share of the Net Settlement Amount, and preparing and mailing that payment to the LWDA; (b) preparing a list of all PAGA Members, calculating the Individual Settlement Amounts due to each PAGA Member from the Individual Settlement Fund, and issuing and mailing checks payable to said PAGA Members, including taking appropriate steps to trace, update and locate any PAGA Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) issuing to Plaintiff, Plaintiff's Counsel, and PAGA Members any tax forms as may be required by applicable law for all amounts paid pursuant to this Settlement Agreement; (d) forwarding all taxes and penalties to the appropriate government authorities; (e) maintaining the Settlement Amount account in an interest-bearing account at a federally insured banking institution, as discussed below; (f) preparing and mailing the amount of attorney's fees and litigation costs awarded to Plaintiff's Counsel from the Settlement Amount; (g) preparing and mailing the Service Enhancement awarded to Plaintiff from the Settlement Amount; (h) reporting to Defendant's Counsel, Plaintiff's Counsel, and, if necessary, the Court regarding the completion of the tasks identified in this paragraph; and (i) carrying out other related tasks including the proper maintenance of undisbursed Individual Settlement Amounts or uncashed checks in an interest bearing

account and any reporting required for that account, in accordance with the terms of this Settlement Agreement.

42. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

B. Qualified Settlement Fund

43. The Settlement Administrator will create a Qualified Settlement Fund ("QSF"), to be funded by the Settlement Amount paid by Defendant and administered by the Settlement Administrator. Once funded, the Settlement Administrator will control the distribution of funds from the QSF. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Order Granting Settlement Approval and Judgment, Defendant shall not be obligated to fund the QSF.

C. Calculating and Issuing Payments To PAGA Members

44. The Settlement Administrator shall calculate the Individual Settlement Amount payments to PAGA Members as described above in Section 36.

45. In addition to the payments to PAGA Members, Defendant, through the Settlement Administrator, will make a payment to the California LWDA as consideration for the release of all PAGA claims that are the subject of the Action on behalf of the State of California. Of the Net Settlement Amount, seventy-five percent (75%) shall be paid to the LWDA.

46. Before mailing the Individual Settlement Amount payments to PAGA Members, the

Settlement Administrator will update the addresses for the PAGA Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate PAGA Members and re-mail the Individual Settlement Amount payments to the correct or updated address. The Settlement Administrator will use appropriate tracing methods, including skip tracing, to ensure that the Individual Settlement Amount payments are received by PAGA Members. The Settlement Administrator will also take reasonable steps, including skip tracing, to locate any PAGA Member whose Individual Settlement Amount payments are returned as undeliverable.

47. The Individual Settlement Amount payments mailed to each PAGA Member will include the notice letter attached to this Settlement Agreement as **Exhibit A** and will provide a payment of each PAGA Member's *pro rata* share from the Individual Settlement Fund.

48. All settlement payments from the Settlement Amount, including any payment to the LWDA, any Individual Settlement Amount payments, and any Service Enhancement approved by the Court, will be treated as civil penalties under PAGA, and will be reported on an IRS Form 1099 without withholdings. The payments to Plaintiff's Counsel for attorney's fees and litigation costs will be treated as miscellaneous income and will be reported on an IRS Form 1099 without withholdings. The Plaintiff and PAGA Members will be exclusively liable for any and all tax liability, if any. All Parties represent that they have not received, and will not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

D. Settlement Administration Expenses

49. All Settlement Administration Expenses will come out of the Settlement Amount. If the actual Settlement Administration Expenses are less than the amount approved by the Court, those funds will be added to the Net Settlement Amount.

VI. DISTRIBUTION OF NET SETTLEMENT AMOUNT

A. Process and Deadlines

50. Within fifteen (15) days after the Approval Date, Defendant will provide information in an electronic format regarding all PAGA Members, including name(s), last known residence addresses, Social

Security numbers, and all Covered PAGA Pay Periods worked, to the Settlement Administrator only, contingent upon the Settlement Administrator's execution of a confidentiality agreement. PAGA Member data will be used by the Settlement Administrator only for the purpose of calculating settlement shares and finding and paying PAGA Members their portion of the Individual Settlement Fund. Data for PAGA Members will be kept confidential by the Settlement Administrator, and will not be disclosed to Plaintiff, Plaintiff's Counsel, the LWDA, or any other PAGA Member without the written consent of Defendant.

51. Within ten (10) days after the Settlement Effective Date, Defendant will provide payment of the Settlement Amount to the Settlement Administrator to hold in escrow in order to fund the QSF to be created by the Settlement Administrator. It will be considered a material breach of the Settlement Agreement if Defendant does not provide payment of the Settlement Amount to the Settlement Administrator within ten (10) days after the Settlement Effective Date. If that occurs, Defendant will pay interest on the Court-approved Settlement Amount for each day that the settlement funding is late at the rate of 15% per annum, which will be added to the Net Settlement Amount. Additionally, if Defendant's failure to send Settlement Amount to the Settlement Administrator within ten (10) days after the Settlement Effective Date, Plaintiff may immediately petition the Court for settlement enforcement, and will be entitled to an award of all fees and costs incurred in conjunction with that settlement enforcement.

52. Within twenty-five (25) days after the Approval Date, the Settlement Administrator will calculate the Net Settlement Amount and will make the calculation of payments from the Net Settlement Amount to be distributed to the LWDA (representing its 75% share under PAGA of the Net Settlement Amount) and to each of the PAGA Members (representing, in the aggregate, their 25% share under PAGA of the Net Settlement Amount). Upon completion of its calculation of payments, and at least seven (7) days before the distribution of payments to the LWDA and PAGA Members, the Settlement Administrator will provide Defendant's Counsel with a report listing the amount of all payments to be made to the LWDA and to each PAGA Member from the Net Settlement Amount.

53. Within and no earlier than thirty-one to thirty-three (31-33) days after the QSF has been funded with the Settlement Amount, and provided that no timely appeal has been filed of the Court's Order Granting Settlement Approval and Judgment, the Settlement Administrator will distribute and pay

Individual Settlement Amount checks to all PAGA Members, issue a Settlement check to the LWDA for its payment of PAGA penalties, and pay Plaintiff the Service Enhancement. The Settlement Administrator will then also issue a payment to itself in the amount approved by the Court for services performed in administering this Settlement. The Administrator may pay out the attorneys fees and costs awarded once the QSF is funded. If a timely appeal of the Order Granting Settlement Approval and Judgment is filed, the Settlement Administrator will not disburse any other settlement amounts pursuant to this Paragraph until a date approved by all Parties.

B. Uncashed Settlement Checks

54. PAGA Members who are sent Individual Settlement Amount payments will have 90 calendar days after mailing by the Settlement Administrator to cash their settlement checks and will be so advised of such deadline. If PAGA Members do not cash their checks within that period, those checks will become void and the settlement payment amounts will be paid to the State's Unclaimed Wage Fund in the name of the employee.

VII. RELEASE OF CLAIMS

A. Release of Claims by Plaintiff, the LWDA, and All PAGA Members

55. Upon the Approval Date, Plaintiff on behalf of himself, the State of California and the LWDA, and all PAGA Members, fully and forever releases and discharges the Trillium Releasees from the Released Claims as defined in Paragraph 16. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Claims, both by Plaintiff individually, and by the State of California, the LWDA, and all PAGA Members through Plaintiffs acting on behalf of, and as a Private Attorney General for, the State of California, the LWDA, and all allegedly aggrieved current and former employees of Defendant. Upon the Settlement Effective Date, Plaintiff, the LWDA, and each and every PAGA Member will be bound by the terms of this Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder.

56. The Parties further understand and agree that this Settlement Agreement, in conjunction with the Order Granting Settlement Approval and Judgment, prohibits and enjoins any PAGA Member (including Plaintiff), from bringing against the Trillium Releasees any of the Released Claims (including

unknown Released Claims) through and including the Approval Date. Upon the Settlement Effective Date, Plaintiff, on behalf of himself and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Order Approving Settlement Agreement and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Trillium Releasees from any and all Released Claims (including unknown Released Claims) through the Approval Date.

57. With respect to the Released Claims only, the Parties agree that, upon the Settlement Effective Date, the LWDA and PAGA Members will be deemed to have, and by operation of the Order Approving Settlement Agreement and Judgment entered by the Court will have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, which provides:

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.

Plaintiff, the LWDA, and all PAGA Members will be deemed to have acknowledged that this Settlement Agreement is intended to include in its effect all Released Claims that they do not know or suspect to exist in their favor up through the Approval Date.

VIII. DUTIES OF THE PARTIES

58. Plaintiff's Counsel, subject to Defendant's approval, will submit, through an *ex parte* application, this Settlement Agreement to the Court and a proposed Order Granting Settlement Approval and Judgment.

59. Following entry of the Court's Order Granting Settlement Approval and Judgment, the Parties will each act to assure his or its timely execution and the fulfillment of all provisions in that Order and in this Settlement Agreement, including but not limited to the following:

- (a) Within fifteen (15) days after the Approval Date, Plaintiff's Counsel will submit a copy of the Order Granting Settlement Approval and Judgment to the LWDA pursuant to Labor Code § 2699(l)(3).
- (b) Within fifteen (15) days after the Approval Date, Defendant will provide to the Settlement Administrator: the PAGA Member list and identification and contact information specified in Paragraph 51 above. Defendant will submit this information in electronic format as specified by the Settlement Administrator and will thereafter assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact PAGA Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on PAGA Members' challenges.
- (c) Within ten (10) days after the Settlement Effective Date, Defendant will provide to the Settlement Administrator: payment of the Settlement Amount to fund the QSF.
- (d) Upon entry of the Order Granting Settlement Approval and Judgment, all Parties will waive their right to appeal the judgment and all other court orders in the Action.
- (e) Plaintiff's Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating PAGA Members entitled to payments from the Individual Settlement Fund and assuring delivery of such payments.
- (f) Plaintiff's Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amount of the Individual Settlement Fund for any uncashed checks to the State's Unclaimed Wage Fund in the name of the employee.

IX. SETTLEMENT APPROVAL PROCEDURES AND TIMELINE FOR COMPLETION OF SETTLEMENT

60. This Settlement Agreement will become final and effective only upon the occurrence of all of the following events:

- (a) Execution of this Settlement Agreement by the Parties and their respective counsel of record.
- (b) Submission, through an *ex parte* application, of the Settlement Agreement to the Court for approval.
- (c) Plaintiffs submission of the Settlement Agreement to the LWDA.
- (d) Entry by the Court of an Order Approving Settlement Approval and Judgment, which, among other things, must:
 - (i) approve the Settlement and the release of claims set forth herein, adjudging the terms thereof to be fair, adequate, reasonable, and binding on Plaintiff, the LWDA, and all PAGA Members through Plaintiffs acting on behalf of, and as a Private Attorney General for, the State of California, the LWDA, and all PAGA Members, and directing that its terms and provisions be carried out;
 - (ii) approve settlement administration services to be provided by the Settlement Administrator;
 - (iii) permanently enjoin and prohibit Plaintiff, the LWDA, and all other PAGA Members from pursuing claims that have been released by this Agreement;
 - (iv) provide that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders; and
 - (v) otherwise incorporate the terms of this Settlement Agreement.
- (e) Occurrence of the Settlement Effective Date.

61. The schedule for approval and payment procedures carrying out this Settlement is as

follows. The schedule may be modified depending on whether and when the Court grants necessary approvals. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 15 days after the Approval Date	Plaintiff's Counsel to submit a copy of the Approval Order and Judgment to the LWDA.
Within 15 days after the Approval Date	Defendant to provide the Settlement Administrator the PAGA Member information, including names, last known residence addresses, social security numbers, and the number of Covered PAGA Pay Periods.
Within 30 days after the Approval Date	Settlement Administrator to make the calculation of payments from the Net Settlement Amount to be distributed to the LWDA and to the PAGA Members and provide Defendants' Counsel with a report listing the amount of all payments to be made to the LWDA and to each PAGA Member. Settlement Administrator to complete any skip trace or other address searches for PAGA Members, including updating any contact information.
Settlement Effective Date	Following entry of the Order Granting Settlement Approval and Judgment, the latter of the following dates: (a) if an appeal, review, or writ is not sought from the Order Granting Settlement Approval and Judgment, the 63rd day after service of notice of entry of the Order Granting Settlement Approval and Judgment; or (b) if an appeal, writ, or review is sought from the Order Granting Settlement Approval and Judgment, the day after the Order Granting Settlement Approval and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Order Granting Settlement Approval and Judgment is no longer subject to further judicial review.
Within 10 days after the Settlement Effective Date	Defendant to (1) send payment of the Settlement Amount to the Settlement Administrator to be deposited into the QSF.
Within 31-33 days after the QSF has been funded with the Settlement Amount; alternatively, if a timely appeal of the Court's order and judgment is filed, on a date approved by both Parties	Settlement Administrator to distribute and pay Settlement checks to the LWDA and to all PAGA Members from the Net Settlement Amount, pay the Plaintiff his Service Enhancement.

90 days after distribution of settlement checks	Expiration of PAGA Members' settlement checks.
Within 120 days after distribution of settlement checks	Settlement Administrator to calculate and pay any remaining amount from the Net Settlement Amount (due to expired settlement checks) to the State's Unaid Wage Fund.

X. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

62. Defendant may withdraw from the Settlement before the Settlement Effective Date only if: (a) the Court denies approval of the Settlement or any material terms thereof (excluding any reduction of Plaintiff and Plaintiff's Counsel's requests for attorneys' fees, litigation costs, and expenses, and the Service Enhancement); (b) the Court does not order the release of claims of the PAGA Members set forth in this Settlement Agreement, or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement; or (c) Plaintiff or Plaintiff's counsel breaches this Settlement Agreement.

63. If for any reason the Settlement Agreement is not approved, or the Court fails to enter the Order Granting Settlement Approval and Judgment, or Defendant or Plaintiff withdraw from the Settlement, this Settlement Agreement and any related settlement documents (including the accepted Mediator's Proposal) will be null and void. In such an event, this Settlement Agreement, the settlement documents, the negotiations leading to the Settlement, may not be used as evidence for any purpose, and Defendant will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

64. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto, and approved by the Court.

XI. CONFIDENTIALITY AND PUBLICITY

65. Plaintiff and Plaintiff's Counsel agree to keep this settlement and Settlement Agreement confidential before the Settlement Agreement is filed with the Court, and after filing not to disclose the terms of this settlement and Settlement Agreement except in court papers filed in the Action to obtain the Order Granting Settlement Approval and Judgment, or if required by legal process. In the event that

Plaintiffs and/or Plaintiffs' Counsel believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process, such as a subpoena) to make disclosures regarding the terms of this settlement or Settlement Agreement, they must notify Defendant's Counsel, Timothy J. Long (or his designee), by email at longt@gtlaw.com, within three (3) business days of receiving such notice that gives Plaintiff or Plaintiff's Counsel reason to believe they are so obligated, and they shall take reasonable steps to maintain the confidentiality of this settlement and Settlement Agreement. Neither Plaintiff nor Plaintiff's Counsel, directly or indirectly, will issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement, with the exception that Plaintiff's Counsel may put general information available in the public record about the Action and settlement without identifying any of the Trillium Releasees in a description of their experience or the like in order to describe their experience to a court. Plaintiffs and Plaintiff's Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters generally to papers filed with the Court.

XII. PARTIES' AUTHORITY

66. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

XIII. MUTUAL FULL COOPERATION

67. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel will, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

XIV. NOTICES

68. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the

third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

Justin Morello
Morello Law, P.C.
3170 Fourth Avenue, Suite 250
San Diego, CA 92103
Telephone: 619.277.4677
Facsimile: 619.924.4268
Email: justin@morellolawpc.com

To Defendants' Counsel:

Timothy J. Long
Greenberg Traurig LLP
400 Capitol Mall, Suite 2400
Sacramento, CA 95814
Telephone: 946.442.1111
Facsimile: 916.448.1709
Email: longt@gtlaw.com

If the identity of the persons to be notified for any Party changes, or their contact information changes, that Party will notify all other Parties of the change in writing.

XV. MISCELLANEOUS PROVISIONS

A. Captions and Titles

69. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

70. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the "drafter" of the Settlement Agreement for purposes of having terms construed against that Party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to

which any Party or their counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

71. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

D. Governing Law

72. The rights and obligations of the Parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

73. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

74. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

75. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto 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 rights herein released and discharged except as set forth herein.

H. Counterparts

76. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

Dated: 10/11/23

PLAINTIFF

Wesley Parry**TRILLIUM USA COMPANY, LLC**

Dated: _____

Name: _____

Title: _____

APPROVED AS TO FORM**MORELLO LAW, P.C.**

Dated: _____

Justin Morello

G. No Prior Assignments

75. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto 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 rights herein released and discharged except as set forth herein.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Wesley Parry

TRILLIUM USA COMPANY, LLC

Dated: 10/12/2023 _____

Ryan Erickson

Name: Ryan Erickson
Title: VP _____

APPROVED AS TO FORM

MORELLO LAW, P.C.

Dated: _____

Justin Morello

G. No Prior Assignments

75. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto 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 rights herein released and discharged except as set forth herein.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Wesley Parry

TRILLIUM USA COMPANY, LLC

Dated: _____

Name: _____

Title: _____

APPROVED AS TO FORM

MORELLO LAW, P.C.

Dated: 05/10/2023

Justin Morello
Justin Morello

Attorneys for Plaintiff Wesley Parry

GREENBERG TRAURIG, LLP



Dated: October 13, 2023

Timothy J. Long
Attorneys for Trillium USA Company, LLC

EXHIBIT A

(Notice of PAGA Settlement)

[Mailing Date]

NOTICE OF SETTLEMENT

Re: Wesley Parry v. Trillium USA Company, LLC, et al., San Diego County Court Case No. 37-2021-00010929-UC-OE-CTL

[Claims Admin Info]

Dear Sir or Madam:

You are receiving this letter and enclosed check because you are entitled to money from the court approved settlement in *Wesley Parry v. Trillium USA Company, LLC, et al., San Diego County Court Case No. 37-2021-00010929-UC-OE-CTL* (“Action”). Plaintiff Wesley Parry (“Plaintiff”), on behalf of himself and the people of the State of California and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, section 2698, et seq. (“PAGA”), and Defendant Trillium USA Company, LLC (“Defendant”), reached a settlement that was reviewed and approved by the Court. You are a PAGA Member because Defendant’s records show that you worked for Defendant as a Field Service Technician between March 11, 2020 and [INSERT APPROVAL DATE]. Accordingly, you are entitled to a portion of the Settlement based on the number of pay periods you worked for Defendant during that time.

Through this Settlement, all PAGA Claims that could have been brought in the Action against Defendant are being released. This includes the following theories asserted by Plaintiff: Failure to pay the mandatory prevailing wage; Failure to timely pay all earned wages; Attempt to require employees sign a release to receive undisputed earned wages; Mandated use of direct deposit without authorization; Illegal deductions from earned wages; Failure to pay earned but unused vacation at termination; Failure to provide compliant meal and rest breaks; Failure to provide necessary tools and equipment; Failure to pay overtime wages (miscalculation of the regular rate); Failure to provide compliant wage statements; Misclassification of employees as independent contractors; and Failure to maintain and provide access to employee records.

Defendant denies all of the PAGA Claims and any wrongdoing of any kind as alleged in the Action and agreed to the Settlement to avoid the inconvenience, expense and uncertainty of litigation. Other than to approve the Settlement, the Court has made no findings in the Action.

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and do not need to take any further action at this time. The check is valid for 180 days from the day it was issued. For tax purposes, an IRS Form 1099 will be issued to you for this payment.

If you have any questions concerning this Settlement, you can contact ADMINISTRATOR at: (XXX) XXX-XXXX. **Please do not call the Court about this Notice.**