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Attorneys for Plaintiff Wilson Soto
and all other similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

OSCAR ALBARRAN, CHRISTIAN
AGUILAR FIGUEROA, and WILSON
SOTO as individuals, on behalf of the State
of California, Aggrieved Employees, and all
other similarly situated Class Members,

PLAINTIFFS,

v.

KAMRAN STAFFING, INC., a California
corporation; PARTNERS ALLIANCE
COLD STORAGE, INC., a California
corporation; CORE X ALLIANCE
REGIONAL, a Delaware Limited Liability
Company; and DOES 6-100, inclusive,

DEFENDANT.

Case No. CIVSB2129425
Consolidated Case No. CIVSB2325659

CLASS ACTION

**NOTICE OF RULING RE: PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

Action Filed: October 14, 2021

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 NOTICE IS HEREBY GIVEN that on September 15, 2026, at 8:30 a.m., at 247 W. 3rd
3 Street, San Bernardino, CA 92415, Department S26, Plaintiffs Oscar Albarran and Wilson Soto's
4 ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Action Settlement
5 came before the Court, the Honorable Kevin C. Lee presiding. Counsel for Plaintiffs from The
6 Myers Law Group, A.P.C., Jason Hatcher and Cassandra A. Castro appeared via Zoom. Counsel
7 for Defendant Core X Alliance Regional ("Defendant") from Bryan Cave Leighton Paisner LLP,
8 Christopher Archibald appeared via Zoom. There were no appearances by Defendant Partners
9 Alliance Cold Storage, Inc.

10 The Court, after reviewing supplemental declaration and considering the documents filed
11 by Plaintiffs, Granted Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
12 Action Settlement and Ruled as follows:

13 1. Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Action
14 Settlement is Granted;

15 2. The Court set a hearing for Motion for Final Approval of Class Action and PAGA
16 Action Settlement is scheduled for February 5, 2027, at 8:30 a.m. in Department S26 of San
17 Bernardino Superior Court;

18 3. The Court ordered counsel to file Motion for Final Approval of Class Action and
19 PAGA Settlement to be filed at least 15 days prior to the hearing date; and

20 4. Plaintiffs' Counsel to provide notice.

21 Attached hereto as Exhibit A, is a true and correct copy of the Order Granting Motion for
22 Preliminary Approval of Class Action and PAGA Action Settlement.

23 Attached hereto as Exhibit B is a true and correct copy of the Minute Order by the Court
24 on September 15, 2026.

25 September 30, 2026

26 **THE MYERS LAW GROUP, A.P.C.**

27 By: /s/Cassandra A. Castro

28 David P. Myers,
Jason Hatcher,
Cassandra A. Castro,
Andriana Bravo,
*Attorneys for Plaintiff and all other
similarly situated.*

EXHIBIT A

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 23 2026

BY 
VALERIE URUENA, DEPUTY

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

OSCAR ALBARRAN, CHRISTIAN
AGUILAR FIGUEROA, and WILSON
SOTO, as individuals, on behalf of the State
of California, Aggrieved Employees, and all
other similarly situated Class Members,

Plaintiffs,

v.

KAMRAN STAFFING, INC., a California
corporation; PARTNERS ALLIANCE
COLD STORAGE, INC., a California
corporation; CORE X ALLIANCE
REGIONAL, a Delaware Limited Liability
Company; and DOES 6-100, inclusive

Defendants.

Case No. CIVSB2129425
Consolidated Case No. CIVSB2325659

CLASS ACTION

Assigned to: Hon. Kevin C. Lee

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

Date: September 15, 2026
Time: 9:00 a.m.
Dept.: S26

Action Filed: October 14, 2021
Trial Date: August 10, 2026

[PROPOSED] ORDER:

Plaintiffs Oscar Albarran and Wilson Soto's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Action Settlement came on for hearing before this court, the Honorable Kevin C. Lee presiding, on September 15, 2026 at 9:00 a.m., Defendants Partners Alliance Cold Storage, Inc., Core X Alliance Regional, LLC (collectively, "Defendants") did not oppose the Motion. The Court having considered the papers submitted in support of the Motion and having heard oral argument of the parties, hereby finds and ORDERS as follows:

1. The Court hereby preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement") between Plaintiffs and Defendants attached hereto as **Exhibit 1** (as well as attached to the Declaration of Cassandra A. Castro as Exhibit 1). The Court finds that on a preliminary basis the Settlement appears to be within the range of reasonableness necessary for preliminary approval by the Court. It appears to the Court that the Settlement amount is fair, adequate, and reasonable and in the best interest to all potential members of the Settlement Class ("Settlement Class Members") when balanced against the probable outcome of further and continued litigation and ultimately relating to liability and damages issues. It further appears that investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and risks that would be presented by the further prosecution of this litigation. It appears that the Settlement has been reached as a result of intensive, conclusive, arm's length negotiations.

2. The proposed Settlement has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, and adequate and in the best interest of the Settlement Class as defined in the Settlement Agreement.

3. The Court hereby conditionally certifies the following Settlement Class: "All current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the Class Period". The Class Period extends from December 10, 2015, through

1 May 30, 2025.

2 4. The class members shall have the opportunity to object to or request exclusion from
3 the settlement. If the settlement does not become final, the fact that the Parties were willing to
4 stipulate to certification of the class as part of the Settlement shall have no bearing on, nor be
5 admissible in connection with, the issue of whether a class should be certified in a non-settlement
6 context.

7 5. The Court conditionally finds that, for the purposes of approving this Settlement
8 only, the proposed Settlement Class meets the requirements of certification under California Code
9 of Civil Procedure §382: (a) the proposed Settlement Class is ascertainable and so numerous that
10 joinder of all Settlement Class Members is impracticable; (b) there are questions of law or fact
11 common to the proposed Settlement Class; (c) the claims of Plaintiffs (the "Class
12 Representatives") are typical of the claims of the members of the proposed Settlement Class; (d)
13 Plaintiffs and their counsel have and will fairly and adequately protect the interests of the proposed
14 Class; and (e) a class action is superior to the other available methods for and efficient resolution
15 of this controversy.

16 6. The Court, for settlement purposes only, hereby designates and appoints Plaintiffs
17 Oscar Albarran and Wilson Soto as the class representatives.

18 7. The Court, for settlement purposes only, hereby designates and appoints David P.
19 Myers, Jason Hatcher, Cassandra A. Castro, and Andriana N. Bravo of the Myers Law Group,
20 A.P.C. and Zachary M. Crosner and Jamie K. Serb of Crosner Legal, PC as class counsel as class
21 counsel.

22 8. The Court hereby preliminarily approves the definition and disposition of the Gross
23 Settlement Amount and related matters provided in the Settlement Agreement.

24 9. The Court hereby preliminarily approves the definition and disposition of the Gross
25 Settlement Amount in the amount of Eight Hundred Thousand Dollars and Zero Cents
26 (\$800,000.00) as set forth in Settlement Agreement, the payment of Class Counsel Fees Payment
27 of one-third (1/3) of the Gross Settlement Amount equaling Two Hundred Sixty-Six Thousand Six
28 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$266,666.67); Class Counsel Litigation

1 Expenses Payment of up to Forty-Five Thousand Dollars and Zero Cents (\$45,000.00); the
2 Administration Expenses Payment, the cost to administer the settlement up to Nine Thousand Five
3 Hundred Dollars and Zero Cents (\$9,500.00); Plaintiff Oscar Albarran's Class Representative
4 Service Award up to Ten Thousand Dollars and Zero Cents (\$10,000.00); Plaintiff Wilson Soto's
5 Class Representative Service Award up to Ten Thousand Dollars and Zero Cents (\$10,000.00).
6 The Court's preliminary approval is subject to final review by the Court at the Final Approval
7 Hearing. At that time, the Court will approve the final amount of Class Counsel Fees Payment,
8 Class Representative Service Awards (based in part on a General Release), and settlement
9 Administration Expenses Payment. If the Court decides to award less than the amounts set forth
10 above, then the unawarded Class Counsel Fees Payment, Class Counsel Litigation Expenses
11 Payment, Administration Expenses Payment and/or Class Representative Service Awards, will
12 become part of the Net Settlement Amount to be distributed to the Settlement Class. No portion of
13 the Net Settlement Amount shall revert to the Defendants under any circumstance. It appears to
14 the Court that this Settlement is fair, reasonable, and adequate.

15 10. The Court hereby preliminarily approves the allocation of \$50,000.00 of the Gross
16 Settlement Amount to the alleged PAGA claims. Of this amount, 75% will be paid to the Labor
17 and Workforce Development Agency ("LWDA") and the remaining 25% will be distributed to the
18 PAGA Employees pursuant to the Settlement. At the Final Approval Hearing, the Court will
19 determine the sufficiency of the PAGA payments. If the Court decides to award less than the
20 amounts set forth by the Parties for PAGA Penalties, the excess amount will become part of the
21 available Net Settlement Amount.

22 11. The Court will conduct the settlement hearing for final approval to determine all
23 necessary matters concerning the settlement, including: whether the proposed settlement of the
24 Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and
25 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
26 Settlement Agreement, should be entered herein; whether the plan of allocation contained in the
27 Settlement Agreement should be approved as fair, adequate and reasonable to the class members;
28

1 and to finally approve Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
2 Administration Expenses Payment, Class Representative Service Payments, and PAGA payments.

3 12. The court hereby approves, as to form and content, the Class Notice (the "Notice")
4 attached as Exhibit A to the Class Action and PAGA Settlement Agreement and Class Notice
5 (Exhibit 1). The Court finds that the distribution of the Notice, which pursuant to the Settlement
6 will be in English and Spanish, substantially in the manner and form set forth in the Settlement
7 Agreement meets the requirements of due process, is the best notice practicable under the
8 circumstances, and shall constitute due and sufficient notice to all persons entitled hereto.

9 13. The Court confirms and appoints Phoenix Settlement Administrators as the
10 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be
11 mailed to the class members the Notice by first class mail. Defendants are to provide the Settlement
12 Administrator with the class data within fifteen (15) calendar days after preliminary approval of
13 the Settlement. The Settlement Administrator will have fourteen (14) days after the class data to
14 mail or cause to be mailed to the class members the Notice by first class mail using the procedures
15 set forth in the Settlement Agreement.

16 14. Any Class Member who wishes to request exclusion from the settlement, as
17 provided in the Notice, may do so by following the instructions for requesting exclusion from the
18 settlement as set forth in the Notice and Settlement Agreement. Any such person who chooses to
19 be excluded from the settlement will not be entitled to any recovery under the settlement as a Class
20 Member and will not be bound by the class settlement or have any right to object, appeal, or
21 comment thereon. Any written request for exclusion must be signed by each such person opting
22 out no later than forty-five (45) days after the mailing of the Notice. Class members who have not
23 requested exclusion shall become Settlement Class Members and shall be bound by all
24 determinations of this Court, by the Settlement Agreement, and by the Final Judgment. Any
25 request for exclusion does not apply to aggrieved employees ("PAGA Employees") under Labor
26 Code §2699, *et seq.*

27 15. Any class member may appear at the Final Approval Hearing and may object to or
28 express their views regarding the settlement, and may present evidence and file briefs or other

papers, that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. In the event a class member elects to submit a written objection, such objection must set forth the factual and legal basis for the objection.

16. Settlement Class Members are hereby enjoined from filing or prosecuting any claims, suits, or administrative proceedings including filing claims with the California Division of Labor Standards Enforcement and the Labor and Workforce Development Agency regarding claims released by the Class Action and PAGA Settlement Agreement and Class Notice unless and until such Settlement Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

17. All further proceedings in this action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

18. In the event the Settlement is not finally approved or terminated, this Order shall be rendered null and void, and shall be vacated, and the parties and the litigation shall return and the Court shall help facilitate such return to the extent necessary to the same procedural posture as existed before the parties entered the Settlement Agreement, and the parties expressly reserve their respective rights regarding the prosecution and defense of this action, including all available defenses and affirmative defenses, and arguments that any claim in the action could not be certified as a class action and/or managed as a representative action.

19. The Court orders the following schedule of dates for further proceedings:

Deadline to File Motion for Final Approval of Class and PAGA Action Settlement	December 24, 2026
Hearing on Motion for Final Approval of Class and PAGA Action Settlement	January 20, 2027, at 9:00 a.m., in Dept. S26; or _____

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1 20. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement without further notice to the Class Members
3 and retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.
5

6 **IT IS SO ORDERED.**

7
8 SEP 23 2026
9 DATED: _____



Honorable Kevin C. Lee
San Bernardino Superior Court Judge

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Oscar Albarran and Wilson Soto (collectively, "Plaintiffs") and Defendants Partners Alliance Cold Storage, Inc. and Core X Alliance Regional, LLC (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1 "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Oscar Albarran v. Partners Alliance Cold Storage, Inc.*, Case No. CIVSB2129425, initiated on October 14, 2021, and Consolidated Case No. CIVSB2325659 and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 "Aggrieved Employees" means all current and former non-exempt hourly paid employees who worked for Defendants in California at any time during the PAGA Period.
- 1.5 "Class" means all current and former non-exempt hourly paid employees who worked for Defendants in California at any time during the Class Period.
- 1.6 "Class Counsel" means Zachary M. Crosner, Jamie K. Serb, and Sepideh Ardestani of Crosner Legal, PC and David P. Myers, Jason Hatcher, Cassandra A. Castro, and Andriana N. Bravo of The Myers Law Group, A.P.C.
- 1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 "Class Period" means the period from December 10, 2015 to May 30, 2025.
- 1.13 "Class Representative" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 "Court" means the Superior Court of California, County of San Bernardino.
- 1.16 "Defendants" means named Defendants Core X Alliance Regional, LLC and Partners Alliance Cold Storage Inc.
- 1.17 "Defense Counsel" means Christopher J. Archibald, Esq. of Bryan Cave Leighton Paisner LLP and Barry Walker of Walker Trial Lawyers LLP.
- 1.18 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 "Final Approval" or "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.
- 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21 "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 "Gross Settlement Amount" means \$800,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel

Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator's Expenses.

- 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "Operative Complaint" means the Third Amended Complaint filed on April 29, 2024.
- 1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32 "PAGA Period" means the period from October 6, 2018 to May 30, 2025.
- 1.33 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34 "PAGA Notice" means Plaintiffs' December 10, 2019, October 14, 2021, and May 13, 2025 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 "PAGA Penalties" means the total amount of PAGA civil penalties (\$50,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.

- 1.36 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 "Plaintiffs" means Oscar Albarran and Wilson Soto, the named Plaintiffs in the Action.
- 1.38 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.40 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.42 "Released Parties" means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.
- 1.43 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46 "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On December 10, 2019, Plaintiff Christian Aguilar Figueroa commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay all wages due to unlawful rounding, failure to provide meal and rest periods, failure to pay all wages due at separation of employment, failure to issue accurately itemized wage statements, and unfair competition. On October 14, 2021, Plaintiff Oscar Albarran filed a Complaint alleging causes of action against Defendants for unpaid minimum wages, unpaid overtime wages, unpaid premium

wages for denied meal and rest period, unreimbursed business expenses, failure to issue accurately itemized wage statements, failure to pay all wages upon separation of employment and unfair competition. On December 4, 2023, the Albarran action and the Figueroa action were consolidated. On April 29, 2024, Plaintiffs filed a Third Amended Complaint adding Plaintiff Wilson Soto as a named Plaintiff and identifying additional defendants. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On March 21, 2025, the Parties participated in an all-day mediation presided over by Marian Zadeh, Esq. which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs' personnel files, a 20% sampling of time and corresponding wage statements, Defendants' handbooks and policies in effect during the Class Period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$800,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants are severally liable for the Gross Settlement Amount. Partners Alliance will pay \$696,000, which represents 87% of the Gross Settlement Amount. Core X will pay \$104,000, which represents 13% of the Gross Settlement Amount. Partners Alliance will pay 87% of the share of Defendants' payroll taxes. Core X will pay 13% of the Defendants' share of payroll taxes. In the event that either Partners Alliance or Core X initiate any bankruptcy proceeding, the Defendants will be jointly and severally liable for the Gross Settlement Amount of \$800,000.00 and applicable payroll taxes. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a

condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 **To Plaintiffs:** Class Representative Service Payments to Oscar Albarran of not more than \$10,000.00, and to Wilson Soto of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the Final Approval motion, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than 1/3%, which is currently estimated to be \$266,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$45,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. As part of the Final Approval motion, Plaintiffs and/or Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 **To the Administrator:** An Administrator Expenses Payment not to exceed \$9,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves

payment less than \$9,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

- 3.2.5 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendants estimate there are 209 Class Members who collectively worked a total of 17,094 Workweeks, and 51 Aggrieved Employees who worked a total 8,894 PAGA Pay Periods.
- 4.2 **Class Data.** Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 **Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- 4.4 **Payments from the Gross Settlement Amount.** Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual

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

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

- 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, and Class Members will release claims against all Released Parties as follows:

- 5.1 **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time prior to the dates that they executed this

Agreement, including, but not limited to: (a) all claims arising out of their respective employments with Defendants; (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; and (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 Release by Participating Class Members:** All Class Members who do not request exclusion ("Participating Class Members") and Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages, including failure to include additional remuneration when calculating overtime wages; (c) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (d) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse necessary business-related expenses and costs; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts,

claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims").

- 5.3 **Release by Aggrieved Employees:** Plaintiffs and all Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint or the PAGA Notice (and any amendments thereto) arising during or with respect to the PAGA Period, including without limitation with respect to alleged violations of the following sections of the California Labor Code: 201-203, 210, 221-223, 226, 226.7, 233-234, 245-248.5, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2810.5 ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) providing at least 3 court days before filing, a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA

documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send,

via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release and Aggrieved Employee Release under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 **Objections to Settlement.**
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 **Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative

Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration.** Not later than 14 days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 **Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 209 Class Members and 17,094 Total Workweeks during the Class period and (2) there were 81 Aggrieved Employees who worked 8,894 Pay Periods during the PAGA Period.

8.2 If the actual number of workweeks worked by Class Members eligible to participate in the Settlement is greater than 10% of this estimate (i.e., by more than 18,803 Workweeks), then Defendants have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the Class Period and PAGA Period on an earlier date at the Defendants' discretion in order to limit the covered workweeks to 10% more than the estimate provided (i.e., to the date on which the workweeks do not exceed 18,803) in lieu of paying an increase to the Gross Settlement Amount.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code

section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel at least 3 court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that

requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

- 12.1 **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 **No Tax Advice.** Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything

in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly

given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Sepideh Ardestani
sepideh@crosnerlegal.com
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

David P. Myers
dmyers@myerslawgroup.com
Jason Hatcher
jhatcher@myerslawgroup.com
Cassandra A. Castro
ccastro@myerslawgroup.com
Andriana N. Bravo
abravo@myerslawgroup.com
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730

To Defendants:

Christopher J. Archibald, Esq.
christopher.archibald@bclplaw.com
BRYAN CAVE LEIGHTON PAISNER LLP
1920 Main Street, Suite 1000
Irvine, CA 9614-7276

- 12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP

section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: Jan 19, 2026


Wilson Soto (Jan 19, 2026 10:21:48 PST)

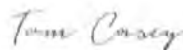
Plaintiff Wilson Soto

Dated: 01 / 26 / 2026



Plaintiff Oscar Albarran

Dated: Jan 28 2026



Tom Casey for:

Defendant Core X Alliance Regional, LLC

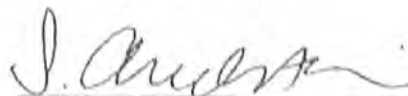
Dated: Feb 7, 2026


David J. Neu for:

Defendant Partners Alliance Cold Storage, Inc.

Dated: January 20, 2026

CROSNER LEGAL, PC



Zachary Crosner, Esq.

Jamie Serb, Esq.

Sepideh Ardestani, Esq.

Attorneys for Plaintiff Albarran and the Class

///

///

Dated: 1/20/2026

THE MYERS LAW GROUP, A.P.C.



David P. Myers, Esq.
Jason Hatcher, Esq.
Cassandra A. Castro, Esq.
Andriana N. Bravo, Esq.
Attorneys for Plaintiff Soto and the Class

Dated: 1/29/2026

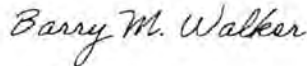
BRYAN CAVE LEIGHTON PAISNER LLP



Christopher J. Archibald, Esq.
Attorneys for Defendant
Core X Alliance Regional, LLC

Dated: 2/7/26

WALKER TRIAL LAWYERS LLP



Barry M. Walker, Esq.
Attorneys for Defendant
Partners Alliance Cold Storage, Inc.

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

(Oscar Albarran v. Partners Alliance Cold Storage,

San Bernardino Superior Court Case No. CIVSB2129425 and Consolidated Case No.
CIVSB2325659)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Core X Alliance Regional, LLC and Partners Alliance Cold Storage, Inc. (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by former employees and seeks payment of (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages, including failure to include additional remuneration when calculating overtime wages; (c) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (d) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse necessary business-related expenses and costs; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law for a class of non-exempt, hourly employees ("Class Members") who worked for Defendants during the Class Period (December 10, 2015 to May 30, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt, hourly employees who worked for Defendants during the PAGA Period (October 6, 2018 to May 30, 2025.) ("Aggrieved Employees"). A proposed Settlement of the Action was reached between Plaintiffs Oscar Albarran and Wilson Soto ("Plaintiffs") and Defendants.

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

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that you worked _____ workweeks during the Class Period and you worked _____ pay periods during the PAGA

Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is DATE . If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by DATE. All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court’s Final Approval Hearing is scheduled to take place on DATE. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by DATE. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by DATE. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws for (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages, including failure to include additional remuneration when calculating overtime wages; (c) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (d) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse necessary business-related expenses and costs; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law. Based on the same claims, Plaintiffs has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys (“Class Counsel”) in the Action.

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants violated any laws. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendants Will Pay \$800,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$266,666.67 (1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$45,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$20,000.00 as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

- Up to \$9,500.00 to the Administrator for services administering the Settlement.
- Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages ("Wage Portion") and 80 % to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than DATE, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for

Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross 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. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members Release: Class Members who do not request exclusion ("Participating Class Members") and Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages, including failure to include additional remuneration when calculating overtime wages; (c) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (d) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse necessary business-related expenses and costs; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims").

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Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release: Plaintiffs and all Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint or the PAGA Notice (and any amendments thereto) arising during or with respect to the PAGA Period, including without limitation with respect to alleged violations of the following sections of the California Labor Code: 201-203, 210, 221-223, 226, 226.7, 233-234, 245-248.5, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2810.5 ("Released PAGA Claims").

The foregoing releases shall be binding on Plaintiffs, the Participating Class Members, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim brought by any person, including the Participating Class Members and the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released Class Claims or Released PAGA Claims.

HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until DATE to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records 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. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

4. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Oscar Albarran v. Partners Alliance Cold Storage*, San Bernardino Superior Court Case No. CIVSB2129425 and Consolidated Case No. CIVSB2325659) and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by DATE, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to

you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is DATE. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Oscar Albarran v. Partners Alliance Cold Storage*, San Bernardino Superior Court Case No. CIVSB2129425 and Consolidated Case No. CIVSB2325659) and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on DATE at TIME in Department _____ of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415-0210. 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 Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants 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 (specify entity) _____'s website at (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Class Counsel:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Sepideh Ardestani
sepideh@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

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Jason Hatcher
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Cassandra A. Castro
ccastro@myerslawgroup.com
Andriana N. Bravo
abravo@myerslawgroup.com
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730

Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
sanbernardino.courts.ca.gov

PORTAL MINUTE ORDER

Case Number: CIVSB2129425

Date: 9/15/2026

Case Title: MF Albarran

-v-

Kamran Staffing, Inc. et al

Department S26 - SBJC	Date: 9/15/2026	Time: 8:30 AM	Motion for Preliminary Approval of Class Action Settlement
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Judicial Officer: Kevin C Lee
Judicial Assistant: Valerie Uruena
Court Reporter: Not Reported or Recorded
Court Attendant: Alfie Cervantes

Appearances

Attorney Cassandra Casto and Attorney Jason Hatcher appears by Zoom for Plaintiffs
Attorney Christopher Archibald appears by Zoom for Defendant Core X Alliance Regional LLC

Proceedings

Party appeared by audio and/or video

Oscar Albarran's Motion for preliminary approval of Class Action and PAGA settlement is heard.
The Court has read and considered Motion and Supporting Documents
No opposition presented.

Court Finds

Court requires additional information to be included in the supporting declarations.

Counsel to submit supplemental declarations for review and to contact the Judicial Assistant once filed.

-

Motion is tentatively granted.

-

Motion will be granted upon receipt and approval of the supplemental declarations.

-

Plaintiff's Counsel to prepare and serve notice of ruling upon signature of the order.

-

The Court reserves a date for the "Motion for Final Approval of Class Action and PAGA Settlement". Counsel is ordered to file the motion at least 15 days prior to the reserved date.

Hearings

Hearing Re: set for 2/5/2027 at 8:30 AM in Department S26 - SBJC
Status of Filing Motion for Final Approval of Class Action and PAGA Settlement

Notice to be given by Plaintiff's Counsel

== Minute Order Complete ==

PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730.

On September 30, 2026, I served the foregoing document described as **NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT** by serving the interested parties in this action addressed as follows:

Barry M. Walker, Esq. bmw@walkertriallawyers.com admin@walkertriallawyers.com Walker Trial Lawyers, LLP 31504 Railroad Canyon Road, Suite 2 Canyon Lake, CA 92587 <i>Attorneys for Defendant Partners Alliance Cold Storage, Inc</i>	Jamie K. Serb, Esq. jamie@crosnerlegal.com Nikki Trenner nikki@crosnerlegal.com CROSNER LEGAL, P.C. 9440 Santa Monica Blvd., Ste. 301 Beverly Hills, CA 90210 <i>Attorneys for Plaintiffs</i>
Allison C. Eckstrom, Esq. allison.eckstrom@bclplaw.com Christopher Archibald, Esq. Christopher.archibald@bclplaw.com BRIAN CAVE LEIGHTON PAISNER LLP 1920 Main Street, Suite 100 Irvine, CA 92614 <i>Attorneys for Defendant Core C Alliance Regional, LLC</i>	

I am "readily familiar" with the firm's practice of services of process. Under that practice, this document would be deposited:

(BY UPS) Overnight Delivery with the envelope placed in or with a facility maintained by the overnight delivery carrier with fees paid for or provided for.

(BY PERSONAL SERVICE) I caused such envelope(s) to be personally served by messenger to the above addresses(s)
 X
(BY ELECTRONIC SERVICE) I served the document(s) described above by emailing to the person(s) at the electronic address(es) listed above. I did not receive any electronic message or indication that the transmission was unsuccessful. My email address is kchavez@myerslawgroup.com

///

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 30, 2026 at Rancho Cucamonga, California.



Kelvin Chavez