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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

BRET MERCADO, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiff,

vs.

CARDINAL GLASS INDUSTRIES, INC., a
Minnesota corporation; CARDINAL CT
COMPANY, a Wisconsin corporation;
CARDINAL CG COMPANY, a Wisconsin
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2022-00313627-CU-OE-GDS

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Sacramento (“Court”), Plaintiff Bret Mercado (“Plaintiff”) and Defendants Cardinal Glass Industries, Inc., Cardinal CT Company and Cardinal CG Company (“Defendants”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the action entitled *Mercado v. Cardinal Glass Industries, Inc.*, No. 34-2022-00313627-CU-OE-GDS (Sacramento County Superior Court) (the “Action”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Mercado v. Cardinal Glass Industries, Inc.*, No. 34-2022-00313627-CU-OE-GDS (Sacramento County Superior Court).

2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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 bid submitted to the Court in connection with approval of this Settlement.

4. “Aggrieved Employees” means all persons who were employed by Defendants in the State of California as a non-exempt employee at any time from November 1, 2020 through April 30, 2024 (the “PAGA Period”).

5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

6. “Court” means the Superior Court for the State of California, County of Sacramento.

7. “Defense Counsel” means Norton Rose Fulbright US, LLP.

8. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The

Judgment is final the day the Court enters Judgment.

9. “Gross Settlement Amount” means the settlement amount of Five Hundred Thousand Dollars (\$500,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administrator’s Expenses Payment.

10. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties Fund calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

11. “Judgment” means the judgment entered by the Court approving the Settlement.

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

13. “LWDA PAGA Payment” means the 75% of the PAGA Penalties Fund that is paid to the LWDA under Labor Code section 2699, subd. (i).

14. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute and settle the Action.

15. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

16. “PAGA Period” means the period from November 1, 2020 to April 30, 2024.

17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

18. “PAGA Notice” means the letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

19. “PAGA Penalties Fund” means the Gross Settlement Amount less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administrator’s Expenses Payment

20. “Plaintiff’s Counsel” means Capstone Law APC.

21. “Plaintiff” means Bret Mercado, the named plaintiff in the Action.

22. “Order” means the proposed Court Order Granting Approval of PAGA Settlement.

23. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, employees, insurers, predecessors, successors, assigns, subsidiaries, parents, and affiliates.

24. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

25. “Service Award” means the amount to be paid to Plaintiff as payment for his service on behalf of the LWDA and Aggrieved Employees.

26. “Settled Claims” means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Action during the PAGA Period.

RECITALS

27. On January 6, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for Civil Penalties for Violations of California Labor Code, pursuant to PAGA, §§ 2698, et seq. The Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

28. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

29. On April 30, 2024, the Parties participated in an all-day mediation presided over by Mediator Lou Marlin which led to this Settlement Agreement to settle the Action.

30. Prior to mediation, Plaintiff obtained, through formal and informal discovery, payroll records for all Aggrieved Employees and Defendants’ related policies.

31. The Parties, Plaintiff’s 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.

TERMS

32. Gross Settlement Amount. In consideration for Plaintiff’s promises and representations

described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay Five Hundred Thousand Dollars (\$500,000) (“Gross Settlement Amount”) to settle the Action. The Gross Settlement Amount includes Plaintiff’s attorneys’ fees, litigation costs and expenses, consideration for Plaintiff’s service on behalf of the LWDA and Aggrieved Employees, Administration Expenses Payment, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

33. 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:

33(a) To Plaintiff’s Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which shall not be more than \$166,667, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties Fund. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff’s Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. Plaintiff’s Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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. Apart from the payment of the Court-approved amounts for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff’s Counsel stipulate and agree that they will have no additional claims against

Defendants or the Released Parties for attorneys' fees and costs resulting from the litigation and settlement of the Action.

33(b) To the Administrator: An Administrator Expenses Payment estimated to be Seven Thousand Five Hundred Dollars (\$7,500). To the extent the Administration Expenses are less or the Court approves payment less than \$7,500, the Administrator will retain the remainder in the PAGA Penalties Fund.

33(c) To Plaintiff for His Service as a Private Attorney General. For his service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiff for a service award of up to Three Thousand Seven Hundred Fifty Dollars (\$3,750) ("Service Award"). For tax purposes, the Service Award will be treated non-wages for which IRS Forms 1099-MISC will be issued.

34. To Plaintiff for a General Release. For a general release of all claims Plaintiff may have against Defendants arising out of his employment, Defendants agree to pay Plaintiff the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) ("General Release Payment"). The General Release Payment will be paid separately from, and in addition to, the Gross Settlement Amount. For tax purposes, the General Release Payment will be treated non-wages for which IRS Forms 1099-MISC will be issued.

35. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

35(a) Defendants will calculate: (a) the total number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, and (b) the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.

1 35(b) To determine each Aggrieved Employee's payment from the PAGA
2 Penalties Fund, Defendants will use the following formula: Settlement
3 Payment = 25% of PAGA Penalties Fund × [PAGA Pay Periods Worked by
4 Individual Aggrieved Employee During the PAGA Period ÷ Total PAGA
5 Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

6 35(c) This Settlement is entered based on Defendants' representation that there are
7 23,640 PAGA Pay Periods from November 1, 2020 to April 30, 2024. If the
8 number of PAGA Pay Periods during the PAGA Period is greater than
9 25,982, then Defendants will proportionally increase the Gross Settlement
10 Amount according to the following formula: Proportionally Increased Gross
11 Settlement Amount = Total Number of PAGA Pay Periods ÷ 25,982 ×
12 \$500,000.

13 36. Plaintiff's General Release. Upon receipt of the General Release Payment, Plaintiff and
14 his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel),
15 heirs, administrators, successors, and assigns generally, will be deemed to have fully released and
16 discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities
17 of any kind which have been or could have been asserted against Defendants arising out of, or relating to,
18 Plaintiff's employment with Defendants or termination thereof, including but not limited to claims for
19 wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
20 of employment. This release specifically includes any and all claims, demands, obligations and/or causes
21 of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
22 Settlement) relating to or in any way connected with the matters referred to herein, whether or not known
23 or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff
24 will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542,
25 which provides:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
27 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
28 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

1 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
2 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
3 **DEBTOR OR RELEASED PARTY.**

4 37. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on
5 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from all Settled Claims during the PAGA
7 Period.

8 38. Administration Expenses Payment. The Parties will retain CPT Group, Inc. as the third-
9 party settlement administrator (“Settlement Administrator”). The Settlement Administrator will be
10 responsible for establishing a qualified settlement fund (“QSF”) and issuing payments and appropriate tax
11 forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff’s Counsel. The Administration
12 Expenses Payment will be paid from the Gross Settlement Amount. Based on the estimate that there are
13 approximately Seven Hundred (700) Aggrieved Employees, Administration Expenses Payment are
14 estimated at Seven Thousand Five Hundred Dollars (\$7,500).

15 39. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
16 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court
17 issue an order and judgment approving and incorporating by reference the terms and conditions of the
18 Settlement Agreement (the “Order and Judgment”).

19 40. Application or Motion for Approval of Settlement. Plaintiff’s Counsel will prepare and
20 deliver to Defense Counsel (a) a draft proposed Order Granting Approval of PAGA Settlement; (b) a draft
21 Motion for Court Approval of the PAGA Settlement (“Motion”). In their declarations in support of the
22 Motion, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action
23 asserting claims that will be extinguished or adversely affected by the Settlement.

24 41. List of Aggrieved Employees. Within seven (7) calendar days after entry of the Order and
25 Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved
26 Employees (“Aggrieved Employee Data”). The Aggrieved Employee Data will be formatted in Microsoft
27 Office Excel and will include each Aggrieved Employees full name; most recent mailing address and
28 telephone number; Social Security number; the respective number of PAGA Pay Periods during which

each Aggrieved Employee worked during the PAGA Period; and any other relevant information needed to calculate settlement payments.

42. Funding of the Settlement. Within seven (7) calendar days after entry of the Order and Judgment, Defendants will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement. The Parties agree that Individual PAGA Payments are non-wages and not subject to tax withholdings.

43. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the Justice Gap Fund maintained by the State Bar of California. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

44. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved Employees will be forever barred from pursuing against Defendants any and all Settled Claims during the PAGA Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

45. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a

1 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
2 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
3 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
4 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also
5 agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

6 46. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
7 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
8 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
9 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
10 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts
11 to which any Aggrieved Employee may be entitled under any benefit plans.

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

16 48. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve
17 the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
18 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and
19 the Parties will be returned to their original respective positions. In such event, the Parties agree that the
20 PAGA Period will remain the same.

21 49. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
22 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
23 of the terms of the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters
24 as may be appropriate under court rules or as set forth in this Settlement.

25 50. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
26 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
27 on the Parties.

28 51. Amendment or Modification. This Settlement Agreement may be amended or modified

only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

52. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

54. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

55. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

57. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

58. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement

1 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
2 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
3 enforceable.

4 59. Captions. The captions and section numbers in this Settlement Agreement are inserted for
5 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
6 provisions of this Settlement Agreement.

7 60. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
8 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
9 a further waiver by such party of the same or any other condition, covenant, right or remedy.

10 61. Enforcement Action. In the event that one or more of the Parties institutes any legal action
11 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
12 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
13 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
14 witness fees incurred in connection with any enforcement actions.

15 62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
16 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
17 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
18 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
19 all Parties have contributed to the preparation of this Settlement Agreement.

20 63. Representation By Counsel. The Parties acknowledge that they have been represented by
21 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
22 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

23 64. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
24 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
25 Agreement.

26 65. Binding Agreement. The Parties warrant that they understand and have full authority to
27 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
28 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to

1 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
2 under federal or state law.

3 66. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement
4 the litigation shall be stayed, except to effectuate the terms of this Settlement. The Parties further agree that
5 upon the signing of this Settlement Agreement that pursuant to C.C.P. section 583.330 to extend the date
6 to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

7 67. Denial of Liability. The Parties expressly recognize that the making of this agreement does
8 not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in
9 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
10 communications, nor any materials prepared, exchanged, issued or used during the pendency of the
11 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
12 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
13 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
14 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
15 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
16 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in
17 connection therewith.

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21 **THIS SECTION LEFT BLANK**
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1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3 Dated: _____

4 Bret Mercado

5 **DEFENDANTS**

6 Dated: 12/20/2024

7 

Robyn Wegner (Dec 20, 2024 16:19 CST)

8 Robyn Wegner

9 Vice President of Human Resources

10 Cardinal Glass Industries, Inc., Cardinal CT

11 Company and Cardinal CG Company

12 **APPROVED AS TO FORM**

13 **CAPSTONE LAW APC**

14 Dated: 12/20/2024

15 

16 Raul Perez

17 **NORTON ROSE FULBRIGHT**

18 Dated: 12/20/2024

19 

20 Deborah F. Birndorf

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Mercado v. Cardinal Glass Industries, Inc.*,
No. 34-2022-00313627-CU-OE-GDS (Sacramento County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Mercado v. Cardinal Glass Industries, Inc.*, No. 34-2022-00313627-CU-OE-GDS (Sacramento County Superior Court) (the “Action”).

The Action was filed against Defendants Cardinal Glass Industries, Inc., Cardinal CT Company and Cardinal CG Company (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendants on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]