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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

PRECIOUS WOODS, individually, and on behalf of other members of the general public similarly situated; Plaintiff, v. M. D. ATKINSON COMPANY, INC., a California corporation; and DOES 1 through 100, inclusive; Defendants.	Case No.: BCV-25-101232 Assigned For All Purposes to: Honorable T. Mark Smith Department T2 **JOINT STIPULATION AND SETTLEMENT AGREEMENT** Compliant Filed: April 4, 2025 Trial Date: None Set

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JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Joint Stipulation and Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made and entered by and between Plaintiff Precious Woods ("Plaintiff" and "Class Representative"), individually and on behalf of other members of the general public similarly situated and/or other aggrieved employees, and Defendant M.D. Atkinson Company, Inc. ("Defendant") (collectively, known as the "Parties").

RECITALS

1. On January 24, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code that she contends were violated and theories supporting her contentions ("PAGA Notice").

2. On April 4, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Kern, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (h) Labor Code section 2698, *et seq*. (Private Attorneys General Act of 2004 ("PAGA")); and (i) Business & Professions Code section 17200, *et seq*. ("Operative Complaint").

3. After engaging in discovery, investigations, and negotiation, on September 2, 2025, the Parties attended mediation with the mediator Deborah Crandall Saxe that resulted in the settlement of this matter, subject to the Court's approval.

4. Defendant denies all allegations and has asserted numerous affirmative defenses. In the interest of avoiding further litigation, Defendant desires to settle all actual or potential claims fully and finally by Plaintiff and the Class.

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5. Class Counsel diligently investigated the Class's claims against Defendant, including all applicable defenses and applicable law. The investigation included, *inter alia*, exchanging information pursuant to discovery, reviewing numerous corporate policies and practices, and reviewing time and wage records and data of numerous employees within the Class.

6. The settlement discussions during and after mediation were conducted at arm's-length. This Settlement Agreement is the result of an informed and detailed analysis of Defendant's total potential liability exposure in relation to the costs and risks associated with continued litigation.

7. Based on the data produced as well as Class Counsel's own independent investigation and evaluation, Class Counsel believe that the settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class when considering all known facts and circumstances.

8. The Parties, Class Counsel, and Defendant's 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 Agreement.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement:

9. "Action" means the lawsuit in the matter entitled *Precious Woods v. M. D. Atkinson Company, Inc.* (Case No. BCV-25-101232) filed on April 4, 2025, in the Superior Court of California, County of Kern.

10. "Administration Costs" means the amounts payable from the Gross Settlement Amount to the Administrator for administering this Settlement. Any portion of the Administration Costs that is not awarded to the Administrator will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

11. "Administrator" means CPT Group, Inc., a third-party class action administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties represent that they do not have any financial interest in the Administrator or have a relationship with the Administrator that could create a conflict of interest.

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12. "Aggrieved Employee(s)" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period. According to Defendant's records, it is estimated that there are 83 Aggrieved Employees who worked a total of 2,221 pay periods from January 24, 2024, through September 2, 2025 (date of mediation).

13. "Attorneys' Fees and Costs" means the amounts payable from the Gross Settlement Amount to Class Counsel as their attorneys' fees and costs for prosecuting this Action. For any Attorneys' Fees and Costs approved by the Court, the Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses. Any portion of the Attorneys' Fees and Costs that is not awarded to Class Counsel will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

14. "Claimants" means all Class Members who submit timely and valid Claim Forms for participation in the Settlement.

15. "Claim Form" means the document, in the form attached as **Exhibit B**, that Class Members must complete and mail, fax, or email by the Response Deadline to receive a proportional share of the Net Settlement Amount as their Individual Settlement Payments.

16. "Class Counsel" means Justice Law Corporation that will seek to be appointed as counsel for the Class.

17. "Class Data" mean a complete list of all Class Members that Defendant will good faith compile from its records and provide only to the Administrator. The Class Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's: (a) full name; (b) most recent mailing address; (c) Social Security number (if known); (d) Individual Workweeks and Individual Pay Periods; and (e) other relevant information needed to calculate their settlement payments.

18. "Class Member(s)" or "Class" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period. According to Defendant's records, it is estimated that there are 124 Class Members who worked a total of 12,638 Workweeks from April 4, 2021, through September 2, 2025 (date of mediation).

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19. “Class Period” means the period from April 4, 2021, through December 2, 2025 or the date of preliminary approval, whichever date is earlier.

20. “Class Representative Service Payment” means the amounts payable from the Gross Settlement Amount to Plaintiff in recognition of the time and effort spent prosecuting this Action on behalf of the Class Members. Any portion of the Class Representative Service Payment that is not awarded to Plaintiff will be a part of the Net Settlement Amount, for distribution in conformity with this Settlement Agreement.

21. “Court” means the Superior Court of California, County of Kern.

22. “Defendant” means M.D. Atkinson Company, Inc.

23. “Defendant’s Counsel” means Sheppard, Mullin, Richter & Hampton LLP.

24. “Effective Date” means the later of the following dates: (a) if no objection to the settlement is made, then no later than thirty (30) calendar days after entry of the order granting Final Approval; (b) if an objection is made but no appeal filed, then no later than thirty (30) calendar days after the running of the appeal period; or (c) if an appeal is filed, then no later than thirty (30) calendar days after the final judgment becomes final and is no longer subject to appeal.

25. “Final Approval” means the Court order granting Final Approval of this Settlement Agreement.

26. “Gross Settlement Amount” means the amount not to exceed $550,000 to be paid by Defendant in full satisfaction of all claims arising from this Action, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, Class Representative Service Payment, Administration Costs, and PAGA Penalties, and employment and payroll taxes. Employer’s share of payroll taxes for the wage portion of the Individual Settlement Payments will be paid by Defendant separately from the Gross Settlement Amount. In no event will Defendant be liable for more than the Gross Settlement Amount aside from the Escalator Clause being triggered.

27. “Individual Settlement Payment” means each Claimant’s share of the Net Settlement Amount.

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28. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after the deduction of the Attorneys’ Fees and Costs, Class Representative Service Payment, Administration Costs, and PAGA Penalties. It is agreed that the amount distributed to the Claimants will equal at least fifty percent (50%) of the Net Settlement Amount. If the total Individual Settlement Payments to the Claimants equals less than fifty percent (50%) of the Net Settlement Amount, the Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that the total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent (50%) of the Net Settlement Amount will remain the property of Defendant.

29. “Notice of Class Action Settlement” means the Court approved notice to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

30. “Notice of Objection” means a Class Member’s written objection to this Agreement. For the Notice of Objection to be valid, it must be timely and include: (a) objector’s full name, signature, address, and telephone number, (b) written statement of all grounds for the objection accompanied by any legal support for such objection, (c) clear reference to the title of this Action and case number, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

31. “Notice Packet” means the Notice of Class Action Settlement and Claim Form that will be mailed in English and Spanish.

32. “PAGA Penalties” means the amounts payable from the Gross Settlement Amount to the LWDA and Aggrieved Employees, which the Parties have agreed to allocate for penalties pursuant to PAGA. Sixty-five percent (65%) of the PAGA Penalties will be paid to the LWDA, and thirty-five percent (35%) of the PAGA Penalties will be paid to all the Aggrieved Employees, pro rata, based on the number of pay periods worked during the PAGA Period.

33. “PAGA Period” means the period from January 24, 2024, through December 2, 2025 or the date of preliminary approval, whichever date is earlier.

34. “Parties” means Plaintiff and Defendant.

35. “Plaintiff” means Precious Woods.

36. "Preliminary Approval" means the Court order granting Preliminary Approval of this Settlement Agreement.

37. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulations section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq*. that is established by the Administrator for the benefit of Claimants, Plaintiff, and Class Counsel.

38. "Released Parties" means Defendant and each of its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, joint employers, insurers, attorneys, agents, executors, and assigns.

39. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the class portion of this Settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of this Action, case number, and that the Class Member does not wish to be included in the class portion of the Settlement; (d) be returned by mail, fax, or email to the Administrator at the specified address and/or facsimile number; and (e) be mailed, faxed, or emailed on or before the Response Deadline. The date of the postmark, fax, or email will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

40. "Response Deadline" means the deadline by which Class Members must mail, fax, or email to the Administrator valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding this Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Administrator, unless the forty-fifth (45^{th}) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding this Settlement will be extended by fourteen (14) calendar days for any Class Member who is re-mailed a Notice Packet by the Administrator, unless the fourteenth (14^{th}) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

41. “Settlement Class Member(s)” means Class Members who do not timely request exclusion from this Settlement. The Settlement Class Members will be bound by the Released Class Claims and all the terms of this Settlement as well as any Judgment that may be entered by the Court if it grants Final Approval.

42. “Workweeks” means the number of weeks that a Class Member worked for Defendant as an hourly-paid or non-exempt employee within the State of California at any time during the Class Period. Each Claimant shall be entitled to payment for at least one (1) Workweek.

CLASS CERTIFICATION

43. The Parties stipulate and agree that the requisites for establishing class certification for purposes of class settlement have been met. For the purposes of settlement, the Parties stipulate and agree that:

a. There are common questions of law and fact;

b. Plaintiff’s claims are typical of the claims of the Class Members;

c. The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;

e. A class action is superior to other available means for the fair and efficient adjudication of the controversy; and

f. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

44. If this Settlement is not be approved or is terminated, it shall be null and void and shall not be admissible for any purpose.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

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Settlement Payments, Calculations, and Funding

45. Funding of the Gross Settlement Amount. Within seven (7) calendar days of the Effective Date, the Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant. Within thirty (30) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount and all employer's share of payroll taxes owed into the QSF account.

46. Payment Schedule for All Settlement Payments. Within seven (7) calendar days of the funding of the Gross Settlement Amount, the Administrator will calculate all payments due under this Settlement. Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Administrator will distribute all settlement payments to the appropriate entities and persons. The Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to the Claimant's last known mailing address.

47. Attorneys' Fees and Costs. Defendant agrees not to oppose any application or motion by Class Counsel for the Attorneys' Fees and Costs not to exceed $192,500 (35% of the Gross Settlement Amount) and attorneys' costs not to exceed $20,000 to Class Counsel. To the extent that the Court approves less than the amount of the Attorneys' Fees and Costs requested, the difference will be reallocated to the Net Settlement Amount. The Administrator will issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Class Counsel assume full responsibility and liability for the taxes owed on the Attorneys' Fees and Costs.

48. Class Representative Service Payment. In recognition of Plaintiff's time and effort devoted to prosecuting this Action on behalf of Class Members and in exchange for Plaintiff's Release, Defendant agrees not to oppose any application or motion for Class Representative Service Payment not to exceed $7,500 to Plaintiff. To the extent that the Court approves less than the amount of the Class Representative Service Payment requested, the difference will be reallocated to the Net Settlement Amount. The Administrator will not withhold any taxes from the Class Representative Service Payment. The Administrator will issue an IRS Form 1099 to Plaintiff for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for the taxes owed on the Class Representative Service Payment.

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49. Administration Costs. The Administrator will be paid Administration Costs for administering this Settlement that is currently estimated not to exceed $10,000. The Administration Costs will include, *inter alia*: (a) printing, distributing, and tracking documents for this Settlement; (b) calculating settlement payments; (b) tax reporting; (c) distributing the appropriate settlement amounts to the appropriates persons and entities; (d) providing necessary reports and declarations; and (e) performing other duties and responsibilities set forth herein to process this Settlement and as requested by the Parties. To the extent that the Administration Costs are less than the amount requested, the difference will be reallocated to the Net Settlement Amount.

50. PAGA Penalties. The LWDA and Aggrieved Employees will be paid PAGA Penalties not to exceed $27,500 for the satisfaction of the Aggrieved Employees' PAGA claims. Sixty-five percent (65%) of the PAGA Penalties ($17,875) will be paid to the LWDA, and thirty-five percent (35%) of the PAGA Penalties ($9,625) will be paid to all the Aggrieved Employees, pro rata, based on the number of pay periods worked during the PAGA Period.

a. After receiving and reviewing the Class Data, the Administrator will calculate the total number of pay periods worked by each individual Aggrieved Employee during the PAGA Period ("Individual Pay Periods") to determine the total number of pay periods worked by all the Aggrieved Employees ("Total Pay Periods").

b. To determine each Aggrieved Employee's estimated portion of the PAGA Penalties, the Administrator will use the following formula: estimated individual PAGA Penalties = ($9,625 ÷ Total Pay Periods) x Individual Pay Periods for each individual Aggrieved Employee.

c. Aggrieved Employees will receive their portion of the PAGA Penalties regardless of whether they request exclusion from this Settlement or submit a Claim Form.

51. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments owed to Claimants in accordance with the terms of this Agreement.

52. Individual Settlement Payments. The Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period.

a. After receiving and reviewing the Class Data, the Administrator will calculate the total number of Workweeks worked by each individual Class Member ("Individual Workweeks") to determine the total number of Workweeks worked by all the Class Members ("Total Workweeks") during the Class Period.

b. To determine each Class Member's estimated Individual Settlement Payment, the Administrator will use the following formula: estimated Individual Settlement Payment = (Net Settlement Amount ÷ Total Workweeks) x Individual Workweeks for each individual Class Member.

c. If the total Individual Settlement Payments to the Claimants equals less than fifty percent (50%) of the Net Settlement Amount, the Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that the total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

d. The Individual Settlement Payment will be reduced by any required deductions for each Claimant as set forth herein, including employee's share of payroll taxes with respect to wage portion of Individual Settlement Payments.

53. Tax Allocation. All the Individual Settlement Payments will be allocated twenty percent (20%) as wages and eighty percent (80%) as interest, penalties, and other non-wages. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by IRS Form W-2. The amounts paid as interest and penalties shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Form 1099. The portion of the PAGA Penalties paid to the Aggrieved Employees shall be designated as one hundred percent (100%) penalties for which IRS Form 1099 will be issued.

54. Employer's Share of Payroll Taxes. Any and all applicable employer's share of payroll taxes relating to the portion of the Individual Settlement Payments paid as wages shall be paid separately and in addition to the Gross Settlement Amount.

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55. Unclaimed Funds from the Net Settlement Amount. After all the Individual Settlement Payments have been paid, any remaining unclaimed funds from the Net Settlement Amount above fifty percent (50%) shall remain the property of the Defendant.

56. Uncashed Settlement Checks. Any checks issued by the Administrator to Claimants will be negotiable for at least one hundred eighty (180) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after their issuance will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimants. Any Claimant whose check is uncashed will still be bound by the Released Class Claims and all the terms of this Settlement as well as any Judgment that may be entered by the Court if it grants Final Approval.

57. Individual Settlement Payments Do Not Trigger Additional Benefits. The receipt of the Individual Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest, other compensation, benefit plan, or agreement in place during the period covered by this Settlement, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. The Individual Settlement Payments are the sole payments to be made by Defendant to the Class Members.

Releases of Claims

58. Effective on the date when Defendant funds the entire Gross Settlement Amount and all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, Plaintiff, Class Members, State of California, and Class Counsel will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties as follows:

a. Plaintiff's Release. Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, actions, causes of action, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice ("Plaintiff's Release").

i) The Plaintiff's 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, and claims already made in Plaintiff's Demand Letter that was sent to Defendant on Plaintiff's behalf by Jared Sohn, Esq. on April 9, 2025.

ii) Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. Plaintiff agrees that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

iii) Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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.

b. Release by the Settlement Class Members: All the Settlement Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on or arising out of the facts contained in the Operative Complaint and that occurred during the Class Period ("Released Class Claims").

i) Except as set forth in paragraph 58(c) of this Agreement, the Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, or claims based on facts occurring outside the Class Period.

c. Release by Aggrieved Employees: All the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on or arising out of the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims").

Notice Procedures

59. Delivery of the Class Data(s). Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class Data(s) to the Administrator. 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Members' identifying information and to provide a corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or resolve any issues related to missing or omitted Class Data.

60. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days of receiving the Class Data(s), the Administrator will mail a Notice Packet to all the Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available. Prior to the mailing, the Administrator will perform a National Change of Address Database check, such as provided by Experian or any other similar services available, for information to update and correct for any known or identifiable address changes.

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61. Returned Notice Packets. Any Notice Packets returned to the Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Administrator will promptly attempt to determine the correct address using a skip-trace and will then perform a single re-mailing within five (5) calendar days after return of the Notice Packet.

62. Reminders. No later than thirty (30) calendar days after the initial mailing of the Notice Packet, the Administrator will send a Reminder Postcard to all Class Members who have not returned a Claim Form or Request for Exclusion. All the Reminder Postcards will include the Response Deadline and contact information for Class Counsel and Administrator.

63. Notice Packets. Each Notice Packet will provide: (a) information regarding the nature of this Action; (b) summary of the principal terms of this Agreement; (c) Class definition; (d) total number of Workweeks each Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated settlement payment and formula for calculating their settlement payment; (f) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding Workweeks; (g) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes regarding Workweeks; (h) claims to be released; and (i) date and time of the Final Approval Hearing.

64. Claim Form Procedures. To receive the Individual Settlement Payments, all the Class Members will be required to submit a timely and valid Claim Form by the Response Deadline. All Claim Forms must be signed and returned to the Administrator via mail, fax, or email and postmarked, faxed, or emailed by the Response Deadline. The date of the postmark, fax, or email will be the exclusive means to determine whether a Claim Form has been submitted timely.

a. The Administrator will compile a list of Claim Forms rejected for: (i) failure to cure an unsigned Claim Form; or (ii) late submission of the Claim Form. As to the Class Members on that rejected claim list, any Class Member who requests, in a signed letter, to receive payment in this Settlement will be treated like a Claimant if that written request is received by the Effective Date.

65. Dispute Procedures. The Class Members may dispute the information provided in their Notice Packets and must do so in writing via mail, fax, or email, and the dispute must be postmarked, faxed, or emailed by the Response Deadline. To the extent the Class Members dispute their estimated Workweeks and Individual Settlement Payments, the Class Members must produce evidence to the Administrator showing that such information is inaccurate, otherwise Defendant's records will be presumed determinative. If the Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of Workweeks that should be applied and/or Individual Settlement Payment to which the Class Member may be entitled to. If the Parties cannot resolve the dispute, the Administrator will be the final arbiter of the Workweeks and Individual Settlement Payment for each Class Member.

66. Request for Exclusion Procedures. Any Class Member wishing to opt out from this Settlement must sign and postmark, fax, or email a written Request for Exclusion to the Administrator by the Response Deadline. The date of the postmark, fax, or email will be the exclusive means to determine whether a Request for Exclusion has been submitted timely.

a. The Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement. In other words, the Aggrieved Employees will be bound by the Released PAGA Claims even if they request exclusion.

67. Objection Procedures. To object to this Settlement, a Class Member must file a valid Notice of Objection with the Court and serve copies of the Notice of Objection to the Parties by the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement. The date of filing will be deemed the exclusive means for determining that the Notice of Objection is timely. The Class Members who fail to object in the specific manner specified above will be deemed to have waived all objections to this Settlement and will be foreclosed from making any objections and seeking any adjudication or review, whether by appeal or otherwise, to this Settlement.

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a. At no time will any of the Parties or their counsel solicit or encourage the Class Members to submit written objections to this Settlement or appeal from the Order and Judgment. Class Counsel, Defendant's Counsel, and Defendant may respond to inquiries from the Class Members with truthful information. Class Counsel will not represent any Class Members with respect to any objections.

68. Defective Submissions. If the Class Member's Claim Form or Request for Exclusion is defective as to the requirements set forth herein, the Class Member will be given an opportunity to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that their submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to mail, fax, or email a revised Claim Form or Request for Exclusion. If the Class Member responds to a cure letter by filing a defective claim, then the Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form or Request for Exclusion is not postmarked, faxed, or emailed within that period, it will be deemed untimely.

69. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this Agreement and to be bound by the terms herein. Plaintiff further agrees Plaintiff will not request to be excluded from or object to this Agreement. Any Request for Exclusion or Notice of Objection submitted by Plaintiff will be void and of no force or effect.

70. Weekly Reports. The Administrator will provide the Parties' counsel weekly reports that contain the: (a) number of Class Members who have submitted Claim Forms; (b) number of Claimants; (c) number of Class Members who have submitted valid Requests for Exclusion; (d) current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e) number of Class Members who submitted disputes to any information contained in their Claim Form or Notice Packet.

71. Declaration of Completion. Within ten (10) calendar days after the Response Deadline, the Administrator will provide a written declaration under oath to its completion of the notice procedures to the Court and counsel for all Parties. The declaration will include any attempts to obtain valid mailing addresses for and re-mailing of any returned Notice Packets as well as the number of valid

and timely exclusions and objections received by the Administrator.

72. Administration of Taxes. The Administrator will be responsible for issuing to Plaintiff, Claimants, and Class Counsel any IRS Form as may be required by law for all amounts paid pursuant to this Agreement. The Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

73. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of this Settlement and entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only; (b) Preliminary Approval of this Settlement; and (c) setting a date for Final Approval Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this Settlement, which will include the Notice Packet. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval. Defendant agrees not to oppose the Motion for Preliminary Approval.

74. Final Approval Hearing. Upon the expiration of the Response Deadline, a Final Approval Hearing will be conducted to determine the Final Approval of this Settlement Agreement along with the amounts payable for the: (a) Individual Settlement Payments; (b) Attorneys' Fees and Costs; (c) Class Representative Service Payment; and (d) Administration Costs as well as confirming the total amount to be allocated towards the PAGA Penalties. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Defendant agrees not to oppose the Motion for Final Approval.

Miscellaneous

75. Confidentiality. Prior to filing the Motion for Preliminary Approval, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of this Settlement. The Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement, including, but not limited to, on Class Counsel's website in any manner that identifies any of the parties by name, the case number, or geographic location or business type. Nothing set forth herein shall prohibit: (a) Defendant from

providing truthful disclosure about this Settlement, including its amount, in its periodic filings on Form 10-Q or Form 10-K with the U.S. Securities and Exchange Commission; or (b) the Parties from providing this Settlement to the Court in connection with the Parties' efforts to seek the Court's approval. If contacted by the media regarding this Settlement, Class Counsel will notify Defendant's Counsel as soon as possible and direct any media inquiries to the public records of this Action on file with the Court.

76. No Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged herein. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defendant's Counsel without the express written consent of each other Party and their counsel. The representations, warranties, covenants, and agreements contained herein are for the sole benefit of the Parties and shall not be construed to confer any right or to avail any remedy to any other person.

77. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Claimants are not relying on any statement, representation, or calculation by Defendant or by the Administrator. Plaintiff and Claimants understand and agree that except for Defendant's payment of the employer's share of payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

78. Authorization to Enter this Settlement Agreement. The Parties' counsel warrant and represent that 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.

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79. No Admission of Liability. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in this Action have merit. This Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

80. Enforcement Actions. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

81. Notices. All notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel: Douglas Han
Shunt Tatavos-Gharajeh
Michael Jones
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Defendant's Counsel: Derek R. Havel
Whitney Williams
Rachel M. Long
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3460
Telephone: (213) 620-1780
Facsimile: (213) 620-1398

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82. Binding Agreement. The Parties warrant that they understand and have full authority to enter this Agreement. The Parties intend that this Agreement will be fully enforceable and binding on all Parties. Finally, the Parties agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

83. Representation By the Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Plaintiff and Class Counsel warrant and represent that there are no liens on this Agreement.

84. Nullification of this Settlement. If: (a) the Court does not finally approve this Settlement; or (b) this Settlement does not become final for any other reason, then this Settlement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement will be treated as void from the beginning.

85. Entire Agreement. This Agreement and any attached exhibits constitute the entirety of the settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Agreement.

86. Integration Clause. This Settlement contains the entire agreement between the Parties and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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

88. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their counsel regarding the implementation or interpretation of this Agreement, the Parties' counsel shall meet and confer to resolve such disputes prior to submitting such disputes to the Court.

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89. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. This Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

90. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court will first attempt to fully construe the provision as valid possible consistent with applicable precedents to define all provisions of this Settlement valid and enforceable.

91. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of this Agreement.

92. California Law Governs. All terms of this Settlement Agreement and exhibits hereto will be governed by, construed, and interpreted according to the laws of the State of California, irrespective of the State of California's choice of law principles.

93. Execution and Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and same instrument.

94. Administration Costs if this Settlement Fails or is Delayed. If this Settlement is voided or rescinded, for any reason, any costs incurred by the Administrator will be paid equally by the Parties unless otherwise specified in this Agreement.

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

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

97. Continued Jurisdiction. The Court shall fully retain continuing jurisdiction over this Action and over all Parties and Class Members to enforce and effectuate the terms and intent of this Settlement Agreement.

/ / /

98. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties and their counsel or their successors-in-interest.

99. 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.

100. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

101. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified by the Administrator exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendant will remain responsible for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel and the Court of its selection to withdraw no later than fourteen (14) calendar days after being informed by the Administrator of the final number of valid opt-outs after the Response Deadline has passed. A late election will have no effect.

102. Escalator Clause. If it is determined that the number of Workweeks within the Class Period exceeds ten percent (10%) or more of 12,700 (*i.e.*, more than 13,970 Workweeks), then, at Defendant's election, either: (a) the Gross Settlement Amount shall increase on a proportional basis above the ten percent (10%) threshold (*i.e.*, if the number of Workweeks increases by 12%, the Gross Settlement Amount will increase by 2%); or (b) the Class Period shall end on the date the number of Workweeks reaches 13,970 Workweeks.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement between the Parties as of the date(s) set forth below:

Precious Woods

Dated: 09/25/2025

By: Precious Woods

Justice Law Corporation [Approving as to Form Only]

Dated: 09/25/2025

By: D. Han

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Michael Jones, Esq.
Attorneys for Plaintiff

M.D. Atkinson Company, Inc.

Dated: 9/30/2025

By: Michael D Atkinson

On behalf of M.D. Atkinson Company, Inc.

Sheppard, Mullin, Richter & Hampton LLP [Approving as to Form Only]

Dated: 9/26/2025

By: Whitney Williams

Derek R. Havel
Whitney Williams
Rachel M. Long
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Precious Woods v. M. D. Atkinson Company, Inc.
Superior Court of California, County of Kern (Case No. BCV-25-101232)
(Complaint Filed April 4, 2025)

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly-paid or non-exempt employees of Defendant M.D. Atkinson Company, Inc. ("Defendant") within the State of California at any time during the period from April 4, 2021, through _________ ("Class," "Class Members," and "Class Period").

YOU MAY BE ENTITLED TO MONEY UNDER THE CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE AS IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The amount of your estimated payment is listed in the enclosed Claim Form.

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as an hourly-paid or non-exempt employee of Defendant within the State of California at any time during the Class Period.

On __________, the Honorable T. Mark Smith of the Superior Court of California, County of Kern, granted preliminary approval of the Joint Stipulation and Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and ordered the litigants to notify all the Class Members of this settlement. The Court has also authorized the mailing of this notice to the Class Members.

To participate in the settlement and to receive your payment, you must mail, fax, or email a Claim Form to the Administrator by no later than __________. If you fail to mail, fax, or email a Claim Form by this time, you will not receive a payment from the settlement, but you will be still bound by its terms. The Final Approval Hearing will be held on __________ in Department T-2 of the Superior Court of California, County of Kern, located at 3131 Arrow Street, Bakersfield, California 93308. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

<u>Procedural History</u>

On January 24, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code that she contends were violated and theories supporting her contentions ("PAGA Notice").

On April 4, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Kern, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")); and (9) Business & Professions Code section 17200 ("Operative Complaint").

After engaging in discovery, investigations, and negotiation, on September 2, 2025, the Parties attended mediation with the mediator Deborah Crandall Saxe that resulted in the settlement of this matter.

Justice Law Corporation, Plaintiff's counsel and attorneys appointed by the Court to represent the Class ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believe that the settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant denies the factual and legal allegations and believes that the claims have no merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in this lawsuit or that this lawsuit can or should proceed as a class action. Both sides agree that the settlement is a compromise of disputed claims.

Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class and PAGA claims in exchange for the Gross Settlement Amount not to exceed $550,000. This amount is inclusive of:

1) Attorneys' fees of $192,500 (35% of the Gross Settlement Amount) and attorneys' cost not to exceed $20,000 to Class Counsel;

2) Class Representative Service Payment of $7,500 to Plaintiff;

3) Administration Costs not to exceed $10,000;

4) PAGA Penalties of $27,500, sixty-five percent (65%) of which ($17,875) will be paid to the LWDA and thirty-five percent (35%) of which ($9,625) will be distributed to all the Aggrieved Employees (as defined below); and

5) The Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement ("Claimants").

Calculation of the Individual Settlement Payments

To receive the Individual Settlement Payments, all the Class Members will be required to submit a timely and valid Claim Form by ___________.

The Net Settlement Amount means the portion of the Gross Settlement Amount remaining after the deduction of the Attorneys' Fees and Costs, Class Representative Service Payment, Administration Costs, and PAGA Penalties. The Net Settlement Amount will be used to satisfy the Individual Settlement Payments owed to Claimants. The Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks worked during the Class Period.

- Workweeks means the number of weeks that a Class Member worked for Defendant as an hourly-paid or non-exempt employee within the State of California at any time during the Class Period. Each Claimant shall be entitled to payment for at least one (1) Workweek.

After receiving and reviewing the Class Data, the Administrator will calculate the total number of Workweeks worked by each individual Class Member ("Individual Workweeks") to determine the total number of Workweeks worked by all the Class Members ("Total Workweeks") during the Class Period. To determine each Class Member's estimated Individual Settlement Payment, the Administrator will use the following formula: estimated Individual Settlement Payment = (Net Settlement Amount ÷ Total Workweeks) x Individual Workweeks for each individual Class Member.

- If the total Individual Settlement Payments to the Claimants equals less than fifty percent (50%) of the Net Settlement Amount, the Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that the total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

All the Individual Settlement Payments will be allocated twenty percent (20%) as wages and eighty percent (80%) as interest, penalties, and other non-wages. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by IRS Form W-2. The amounts paid as interest, penalties, and other non-wages shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Form 1099. The Claimants should consult their tax advisors regarding the tax consequences of the payments that they receive.

Aggrieved Employees and PAGA Penalties

You are considered an "Aggrieved Employee" who is eligible to share the PAGA Penalties under the settlement if you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time from January 24, 2024, through ________ ("Aggrieved Employees" and "PAGA Period").

Under the terms of the settlement, $27,500 has been set aside as a PAGA Penalties to serve as civil penalties collected on behalf of the State of California. Sixty-five percent (65%) of the PAGA Penalties ($17,875) will be paid to the LWDA. The remaining thirty-five percent (35%) of the PAGA Penalties ($9,625) will be paid to all the Aggrieved Employees, pro rata, based on the number of pay periods worked during the PAGA Period.

After receiving and reviewing the Class Data, the Administrator will calculate the total number of pay periods worked by each individual Aggrieved Employee ("Individual Pay Periods") to determine the total number of pay periods worked by all the Aggrieved Employees ("Total Pay Periods") during the PAGA Period. To determine each Aggrieved Employee's estimated portion of the PAGA Penalties, the Administrator will use the following formula: estimated individual PAGA Penalties = ($9,625 ÷ Total Pay Periods) x Individual Pay Periods for each individual Aggrieved Employee.

- Because these penalties can only be sought by the State of California, Aggrieved Employees cannot exclude yourself from the PAGA portion of the settlement. The Aggrieved Employees will receive their portion of the PAGA Penalties regardless of whether they request exclusion from the Settlement or submit a Claim Form.

Based on Defendant's records, your portion of the PAGA Penalties is estimated to be $______. The above estimate is based on Defendant's records showing that you worked ______ pay periods during the PAGA Period. The portion of the PAGA Penalties paid to the Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099s will be issued. You are responsible for paying any federal, state, or local taxes assessed as a result of the payment of PAGA Penalties.

Released Claims

The Settlement Class Members are defined as the Class Members who do not timely requests exclusion from the settlement. ("Settlement Class Members").

The Released Parties include Defendant and each of its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, joint employers, insurers, attorneys, agents, executors, and assigns ("Released Parties").

Effective on the date when Defendant funds the entire Gross Settlement Amount and all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, all the Settlement Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on or arising out of the facts contained in the Operative Complaint and that occurred during the Class Period ("Released Class Claims").

- Except as set forth in paragraph 58(c) of the Settlement Agreement, the Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, or claims based on facts occurring outside the Class Period.

Effective on the date when Defendant funds the entire Gross Settlement Amount and all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, all the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on or arising out of the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims").

- As stated above, the Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement. In other words, the Aggrieved Employees will be bound by the Released PAGA Claims even if they request exclusion.

Your Options Under the Settlement

Defendant will not retaliate against you for either participating or not participating in this Settlement.

Option 1 – Submit a Claim Form to Be Eligible to Receive an Individual Settlement Payment

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail, fax, or email it to the Administrator postmarked, faxed, or emailed no later than __________.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (1) be signed by you; (2) set forth your name, address, telephone number, and last four digits of your Social Security number; (3) clearly state the name of this case, the case number, and that you do not wish to be included in the Settlement; (4) be returned by mail, fax, or email to the Administrator at the specified address and/or facsimile number; and (5) be postmarked on or before the Response Deadline. Sign, date, and mail, fax, or email the Request for Exclusion to the address below.

[CONTACT INFORMATION]

The written request to be excluded must be postmarked, faxed, or emailed no later than __________. If you submit a Request for Exclusion that is not postmarked, faxed, or emailed by this date, your Request for Exclusion will be rejected, and you will remain a member of the Class.

Option 3 – File an Objection with the Court

If you wish to object to the settlement, you may file with the Court an objection stating why you object to the settlement and serve copies to the Parties. For the Notice of Objection to be valid, it must include: (1) your full name, signature, address, and telephone number; (2) written statement of all grounds for the objection accompanied by any legal support for such objection; (3) clear reference to the title of this case and case number; and (4) copies of any papers, briefs, or other documents upon which the objection is based. If you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han
Shunt Tatavos-Gharajeh
Michael Jones
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Class Counsel

Derek R. Havel
Whitney Williams
Rachel M. Long
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3460
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
Defendant's Counsel

All objections must be filed with the Court no later than __________. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in **Option 2** above. Please note that you cannot both object to the settlement and exclude yourself. If you wish, you may also appear at the Final Approval Hearing to discuss your objection with the Court and Parties at your own expense. You may also retain an attorney to represent you at the Final Approval Hearing.

Option 4 – Do Nothing

You may also do nothing in response to this notice. If you choose to do nothing and if the Court grants final approval of the settlement, you will be deemed to have released the Released Class Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Class Claims, you must exclude yourself from the settlement by following **Option 2**.

Additional Information

If you need more information or have any questions, you may contact Class Counsel listed above or the Administrator at the telephone number listed below, toll free.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved the settlement, you may refer to the pleadings, the Settlement Agreement and other papers filed in the case. Copies of these documents may be obtained at the Superior Court of California, County of Kern, located at 3131 Arrow Street, Bakersfield, California 93308.

DO NOT CONTACT THE CLERK OF THE COURT, JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL WITH INQUIRIES.

EXHIBIT B

CLAIM FORM

Return This Form To Receive Your Individual Settlement Payment

Precious Woods v. M. D. Atkinson Company, Inc.
Kern County Superior Court (Case No. BCV-25-101232)
MAIL, FAX, OR EMAIL TO
[ADMINISTRATOR]
[CONTACT INFORMATION]

Your Claim Form must be completed and received by mail, fax, or email on or before ______________, or it will be rejected.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of mailing, faxing, or emailing. If you move, please inform the Administrator of your new address. It is your responsibility to keep the current address on file with the Administrator.

Claim #
First Name, Last Name
c/o ________________
Address1 Address2
City, State, Zip, Country

Name/Address Changes (if any):
____
____
____

(________) ________________________________ (________) ______________________________
Area Code Home Telephone Number Area Code Alternate Telephone Number

Calculation of the Individual Settlement Payments: Each Claimant's share of the settlement is based on the number of Workweeks he or she worked for Defendant M.D. Atkinson Company, Inc. ("Defendant") from April 4, 2021, through ________ ("Class Period").

According to Defendant's records, you worked _________ Workweeks during the Class Period. Based on the preceding information, your estimated Individual Settlement Payment is $__________. Your final actual share may vary depending on the number of Workweeks represented by the Claimants who are participating in this settlement.

- "Workweeks" means the number of weeks that a Class Member worked for Defendant as an hourly-paid or non-exempt within the State of California at any time during the Class Period. Each Claimant shall be entitled to payment for at least one (1) Workweek.

If you disagree with the numbers stated above, please explain below why you believe that the records described above are mistaken and attach all supporting documentation to this Claim Form. The records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate and the dispute cannot be resolved informally, the dispute will be resolved by

CLAIM FORM

Return This Form To Receive Your Individual Settlement Payment

the Administrator. Such a determination by the Administrator will be final and binding with no opportunity for further appeal.

By signing below, you acknowledge that if you submit erroneous information in connection with this Claim Form, your Claim Form may be denied in whole or in part.

I declare that under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on:

____________________ in ________________________, ____________________
Date City State

____
Sign your name here

____
Print your name here

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On October 31, 2025, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Precious Woods v. M. D. Atkinson Company, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1075396-25**
Court Case No.: BCV-25-101232
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 31, 2025, at Pasadena, California.

Christina Castro