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

JEREMY CHAVEZ and KASSANDRA
GOMEZ, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

PNEUDRAULICS, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No. CIVRS2500377

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint Filed: January 16, 2025

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff Jeremy Chavez (“Plaintiff Chavez”), Plaintiff Kassandra Gomez (“Plaintiff Gomez”) and Plaintiff Ruben Marin (“Plaintiff Marin”), and Defendant PneuDraulics, Inc. (“Defendant”) (collectively, “the Parties”).

1. DEFINITIONS.

1.0 “Action” means *Jeremy Chavez v. PneuDraulics, Inc.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVRS2500377 (the “Chavez Action”), and *Ruben Marin v. PneuDraulics, Inc., et al.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVRS2600596 (the “Marin Action”). For purposes of this Settlement, Plaintiff Chavez and Plaintiff Gomez will amend the *Chavez* Action to add Plaintiff Marin and his claims and factual allegations into Case No. CIVRS2500377. Plaintiff Marin has not served the Marin Action and will promptly request that the court dismiss the Marin Action without prejudice.

1.1 “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2 “Administration Expenses Payment” means the court-approved amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.3 “Class” or “Class Members” means all current and former hourly, non-exempt employees who worked for Defendant in the State of California during the Class Period. For the avoidance of doubt, the Class and Class Members include both Participating Class Members and Non-Participating Class Members.

1.4 “Class Counsel” means Moon Law Group, PC, and E&L, LLP.

- 1.5 “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third (1/3) of the Gross Settlement Amount. For the avoidance of doubt, if the Escalator Clause as defined in Paragraph 7 is triggered, Class Counsel Fees Payment will be based off the escalated Gross Settlement Amount.
- 1.6 “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$45,000.00.
- 1.7 “Class Data” for each Class Member and/or Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) Social Security number, (iv) total Pay Periods for each Aggrieved Employee during the PAGA Period; and (v) total workweeks for each Class Member during the Class Period.
- 1.8 “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed to Class Members in English, in a form substantially similar to the draft attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 “Class Period” means the period from January 16, 2021 through March 13, 2026.
- 1.11 “Class Representatives” means the named Plaintiffs in the Action, Jeremy Chavez, Kassandra Gomez, and Ruben Marin.

- 1.12 “Class Representative Service Payment(s)” means the court-approved payments allocated to the Class Representatives for their services in support of the Action, the benefits they helped bring about for the Class, and their General Release, not to exceed \$7,500.00 per Plaintiff.
- 1.13 “Court” means the Superior Court of the State of California, County of San Bernardino.
- 1.14 “Defendant” means the named Defendant, PneuDraulics, Inc., Inc.
- 1.15 “Defense Counsel” means Squire Patton Boggs (US) LLP.
- 1.16 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member(s) objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Member(s) objects to the Settlement, the day after the deadline for filing a notice for appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.17 “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.18 “Final Approval Hearing” means the Court’s Hearing on Plaintiffs’ Motion for Final Approval of the Settlement.
- 1.19 “Gross Settlement Amount” means \$640,000.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, except as provided in Section 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment.
- 1.20 “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 35% of the PAGA Settlement Penalties calculated according to the number of

PAGA Pay Periods he or she worked during the PAGA Period, calculated solely and exclusively to effectuate Settlement of this Action.

1.21 “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period, calculated solely and exclusively to effectuate Settlement of this Action.

1.22 “Judgment” means the final Judgment entered by the Court based upon the Final Approval Order.

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

1.24 “LWDA PAGA Payment” means 65% of the PAGA Settlement Penalties paid to the LWDA under Labor Code § 2699(i).

1.25 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.26 “Non-Participating Class Member” means a Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

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

1.28 “PAGA Period” means the period from January 11, 2024 to March 13, 2026.

1.29 “PAGA” means the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

1.30 “PAGA Notice(s)” means Plaintiff Chavez’s January 11, 2025 and Amended Notice of the same date, Plaintiff Marin’s October 17, 2025, Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code § 2699.3(a).

- 1.31 “PAGA Penalties” means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$50,000.00, allocated 35% to the Aggrieved Employees (\$17,500.00) and 65% to LWDA (\$32,500.00), calculated solely and exclusively to effectuate Settlement of this Action, and for no other reason or purpose.
- 1.32 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.
- 1.33 “Plaintiffs” means the named Plaintiffs in the Action, Jeremy Chavez, Kassandra Gomez and Ruben Marin.
- 1.34 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Class portion of the Settlement.
- 1.35 “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator.
- 1.36 “Released Class Claims” means the claims being released as described in Section 5.1.
- 1.37 “Released PAGA Claims” means the claims being released as described in Section 5.2.
- 1.38 “Released Parties” means Defendant and each of its past and present parent companies, subsidiaries, affiliates, divisions, and agents and all of their respective employees, principals, managing agents, members, attorneys, officers, board members, directors, investors, shareholders, owners, partners, tax advisors, legal representatives, accountants, insurers, donors, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, purchasers, transferees, assigns, affiliates, and all other representatives of Defendant, individually and in their corporate or other representative capacities.
- 1.39 “Request for Exclusion” means a Class Member’s written request to be excluded from the Class portion of the Settlement.

1.40 “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) mail a Request for Exclusion from the Class portion of the Settlement, or (b) mail a written Objection to the Settlement. The Response Deadline for Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall be extended by ten (10) calendar days beyond the original Response Deadline.

1.41 “Workweek” means any week during which a Participating Class Member worked for Defendant at least one day during the Class Period.

2. **RECITALS.**

2.0 On January 16, 2025, Plaintiff Chavez commenced the Chavez Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

2.1 On March 19, 2025, Plaintiff Chavez filed a First Amended Complaint adding a civil penalty claim under the Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2698, *et seq.*) along with naming Kassandra Gomez as an additional Class Representative.

2.2 On June 16, 2026, the Parties filed a stipulation with a Second Amended Complaint in the Chavez Action to add Plaintiff Marin and his claims and factual allegations, which will become the “Operative Complaint.” Plaintiff Marin will request that the court dismiss the Marin Action without prejudice. The entry of the dismissal in the

Marin Action is a material term to this Agreement.

2.3 Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending their respective PAGA Notices.

2.4 On February 11, 2026, the Parties participated in an all-day mediation presided over by experienced wage-and-hour mediator, Hon. Carl West (Ret.), which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiffs obtained, through informal discovery, electronic time and pay records, policy documents, and data about Plaintiffs, Class Members, and the PAGA Group. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008).

2.6 The Court has not granted class certification.

2.7 The Parties, Class Counsel, and Defense Counsel represent that, other than the Marin action, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.0 Gross Settlement Amount. Except as otherwise provided by Section 7.0 below, Defendant will pay \$640,000.00, and no more, as the Gross Settlement Amount and will separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Section 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts

specified by the Court in the Final Approval Order:

3.1.1 To Plaintiffs: A Class Representative Service Payment to each Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Members). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. Plaintiffs and/or Class Counsel will file a Motion supporting the Class Representative Service Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiffs are not relying on any statement or representation by Defendant or its counsel in this regard.

3.1.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) (33.33%) of the Gross Settlement Amount, which is currently estimated to be \$213,333.33, and a Class Counsel Expenses Payment of not more than \$45,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion for Class Counsel Fees Payment and Class Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Expenses Payment less than the amounts requested,

the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.1.3 To the Administrator: An Administration Expenses Payment not to exceed \$7,750.00, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less, or the Court approves payment less than \$7,750.00 the Administrator will retain the remainder in the Net Settlement Amount.

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

3.1.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-

1 Wage Portions are not subject to wage withholdings and will be
2 reported on IRS 1099 Forms. Participating Class Members
3 assume full responsibility and liability for any employee taxes
4 owed on their Individual Class Payment.

5 3.1.4.2 Effect of Non-Participating Class Members on Calculation of
6 Individual Class Payments. Non-Participating Class Members
7 will not receive any Individual Class Payments. The Workweeks
8 of Non-Participating Class Members are not included in the
9 calculation of payments to Participating Class Members. For the
10 avoidance of doubt, if a Non-Participating Class Member is also
11 an Aggrieved Employee, they will remain an Aggrieved
12 Employee and receive the Individual PAGA Payment.

13 3.1.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
14 of \$50,000.00 to be paid from the Gross Settlement Amount, with 65%
15 (\$32,500.00) allocated to the LWDA PAGA Payment and 35%
16 (\$17,500.00) allocated to the Individual PAGA Payments.

17 3.1.5.1 The Administrator will calculate each Individual PAGA
18 Payment by (a) dividing the amount of the Aggrieved
19 Employees' 35% share of PAGA Penalties (\$17,500.00) by the
20 total number of PAGA Pay Periods worked by all Aggrieved
21 Employees during the PAGA Period and (b) multiplying the
22 result by each Aggrieved Employee's PAGA Pay Periods.
23 Aggrieved Employees assume full responsibility and liability for
24 any taxes owed on their Individual PAGA Payment.

25 3.1.5.2 If the Court approves PAGA Penalties of less than the amount
26 requested, the Administrator will allocate the remainder to the
27 Net Settlement Amount. The Administrator will report the
28 Individual PAGA Payments on IRS 1099-MISC Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.0 Funding of Gross Settlement Amount. Defendant agrees to fund the Gross
3 Settlement Amount and associated employer payroll taxes within thirty (30) days
4 of the Effective Date. The Settlement Administrator shall provide wire transfer
5 instructions to Defendant no later than fourteen (14) days before the funding deadline
6 so that Defendant can effectuate a test transfer to confirm the accuracy of the wire
7 transfer instructions. Defendant shall have no obligation to fund the Gross Settlement
8 until the dismissal in the Marin action has been entered by the Court.

9 4.1 Payments from the Gross Settlement Amount. No later than fourteen (14) calendar
10 days after Defendant funds the entire Gross Settlement Amount, the Administrator
11 shall mail checks for the Individual Class Payments, Individual PAGA Payments,
12 LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses
13 Payment, Class Representative Service Payments, and Administration Expenses
14 Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel
15 Expenses Payment, and Class Representative Service Payments shall not precede
16 disbursement of the Individual Class Payments and Individual PAGA Payments.

17 4.1.1 The Administrator will issue checks for the Individual Class Payments
18 and/or Individual PAGA Payments and send them to the Class Members via
19 First Class U.S. Mail with postage prepaid. Before mailing any checks, the
20 Administrator must update the recipient's mailing addresses using the
21 National Change of Address Database. The face of each check shall
22 prominently state the date the check will be voided. Each check will be
23 voided 180 days after the date of mailing ("void date"). The Administrator
24 will cancel all checks not cashed by the void date. The Administrator will
25 send checks for Individual Class Payments to all Participating Class
26 Members, including those for whom a Class Notice was returned
27 undelivered. The Administrator will send checks for Individual PAGA
28 Payments to all Aggrieved Employees, including Non-Participating Class

Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2 No later than seven (7) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" in accordance with the requirements of California Code of Civil Procedure section 384(b).

4.1.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

1 **5. RELEASES OF CLAIMS.**

2 Effective on the date Defendant fully funds the entire Gross Settlement Amount and
3 separately pays all employer payroll taxes related to the Wage Portion of the Individual Class
4 Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims
5 against the Released Parties as follows:

6 5.0 Plaintiffs' Individual Release. Plaintiffs Jeremy Chavez, Kassandra Gomez, and
7 Ruben Marin. And their respective former and present spouses representatives,
8 agents, attorneys, heirs, administrators, successors, and assigns fully and finally
9 release and discharge the Released Parties from any and all charges, complaints,
10 claims, and liabilities of any kind or nature whatsoever, known or unknown,
11 suspected or unsuspected, asserted or unasserted, ("claim(s)") which Plaintiffs
12 Chavez, Gomez, and Marin have or may have as of the date of the execution of this
13 Settlement Agreement, including, without limitation, any and all claims related or in
14 any manner arising out of or related to Plaintiffs' employment with Defendant or
15 incidental to Plaintiffs' employment with Defendant or relating to the separation of
16 employment with Defendant. Plaintiffs understand they are releasing potentially
17 unknown claims, and that Plaintiffs may have limited knowledge with respect to
18 some of the claims being released. Plaintiffs acknowledge there is a risk that, after
19 signing this agreement, Plaintiffs may learn information that might have affected
20 Plaintiffs' decision to enter into this Agreement. Plaintiffs assume this risk and all
21 other risks of any mistake in entering into this Agreement. Plaintiffs agree that this
22 Agreement is fairly and knowingly made. Plaintiffs represent and warrant that
23 Plaintiffs have all necessary authority to enter into this Agreement and that Plaintiffs
24 have not transferred any interest in any claims to any spouse or to any other third
25 party.

26 5.0.1 The Parties understand the word "claim(s)" to include all actions,
27 complaints, claims, and grievances, whether actual or potential, known or
28 unknown, and specifically but not exclusively, all claims arising out of or

related to Plaintiffs' employment with Defendant, including, but not limited to, any and all claims arising under any federal, state, or local laws and claims for unpaid wages, premiums, penalties, liquidated damages, expense reimbursement, breach of contract, breach of implied covenant of good faith and fair dealing, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, under the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Right Act of 1866, the Americans with Disability Act of 1990, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiffs' employment with Defendant and under which Plaintiffs have made a claim or could make a claim against Defendant (collectively, "Plaintiffs' Released Claims"). Plaintiffs' Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiffs have under ERISA-covered benefit plans as applicable on the date Plaintiffs sign this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiffs sign this Agreement; or (iv) claims which cannot be released by private agreement. It is Plaintiffs' intention to, upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims Plaintiffs now has against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiffs warrant and represent that Plaintiffs will not initiate any actions against any Released Party regarding the claims released under this Agreement.

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

For purposes of Plaintiffs Chavez, Gomez, and Marin's Release, Plaintiffs

1 expressly waive and relinquish the provisions, rights, and benefits, if any,
2 of section 1542 of the California Civil Code, which reads:

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

9 5.1 Release by Participating Class Members: All Participating Class Members are
10 deemed to fully and finally, and forever release, settle, compromise, relinquish and
11 discharge on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
13 Released Parties from any and all claims, debts, liabilities, demands, obligations,
14 penalties, costs, expenses, attorney's fees, damages, and causes of action arising
15 during the Class Period that were alleged, or could have been alleged, or that arise
16 from any of the factual allegations in the operative Second Amended Complaint
17 and/or the PAGA Notice(s) from Mr. Chavez and Mr. Marin to the LWDA. This
18 release includes, without limitation, a release of all claims alleged in the operative
19 Second Amended Complaint for alleged claims relating to minimum wages, claims
20 relating to overtime compensation, claims relating to meal periods, claims relating
21 to rest breaks, claims relating to the reimbursement of business expenses, claims
22 relating to sick pay, claims relating to uncompensated time, claims relating to the
23 regular rate of pay (including, but not limited to, overtime rate of pay, meal and rest
24 break premium rate of pay, and sick pay rate of pay), claims relating to vacation
25 pay, claims relating to premium payments, claims relating to the timely payment of
26 wages during employment and at separation of employment, claims relating to
27 wage statements, related claims for penalties, interest, attorneys' fees and costs, and
28 related unfair business practices claims. (collectively, the "Released Class

Claims”).

5.2 Release by Aggrieved Employees: To the maximum extent permitted by applicable law, the LWDA, the State of California, by and through Plaintiffs as an agent and proxy of the LWDA, and all Aggrieved Employees are deemed to fully, finally, and forever release, settle, compromise, relinquish, and discharge on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, rights, demands, liabilities, and causes of action arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, that were alleged, or could have been alleged, or that arise from any of the factual allegations in the operative Second Amended Complaint and the PAGA Notice(s) from Mr. Chavez and Mr. Marin to the LWDA. This includes, but is not limited to, claims for PAGA penalties based on claims relating to minimum wages, claims relating to overtime compensation, claims relating to meal periods, claims relating to rest breaks, claims relating to the reimbursement of business expenses, claims relating to sick pay, claims relating to uncompensated time, claims relating to the regular rate of pay (including, but not limited to, overtime rate of pay, meal and rest break premium rate of pay, and sick pay rate of pay), claims relating to vacation pay, claims relating to premium payments, claims relating to the timely payment of wages during employment and at separation of employment, claims relating to wage statements, and claims for attorneys’ fees and costs pursuant to PAGA (collectively, the “Released PAGA Claims”).

6. SETTLEMENT ADMINISTRATION.

6.0 Selection of Administrator. Plaintiffs obtained bids from settlement administrators and proposed for Phoenix Class Action Administration Solutions (“Phoenix”) to serve as the Administrator, Defendant did not oppose the selection of Phoenix as the Administrator. Phoenix verified that, as a condition of appointment, Phoenix

1 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
2 specified in this Agreement in exchange for the Administration Expenses Payment.
3 The Parties and their Counsel represent that they have no interest or relationship,
4 financial or otherwise, with the Administrator other than a professional relationship
5 arising out of prior experiences administering settlements.

6 6.1 Class Data. No later than fourteen (14) calendar days after the Court grants
7 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to
8 the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class
9 Members' privacy rights, the Administrator must maintain the Class Data in
10 confidence, use the Class Data only for purposes of the Settlement and for no other
11 purpose, and restrict access to the Class Data to Administrator employees who need
12 access to the Class Data to effect and perform under the Settlement. Defendant has
13 a continuing duty to immediately notify Class Counsel if it discovers that the Class
14 Data omitted Class Member identifying information and to provide corrected or
15 updated Class Data as soon as reasonably feasible to the Administrator. Without
16 any extension of the deadline by which Defendant must send the Class Data to the
17 Administrator, the Parties and their counsel will expeditiously use best efforts, in
18 good faith, to reconstruct or otherwise resolve any issues related to missing or
19 omitted Class Data.

20 6.2 Notice of Receipt of Class Data. No later than three (3) business days after receipt
21 of the Class Data, the Administrator shall notify Class Counsel that the list has been
22 received and state the number of Class Members, Aggrieved Employees,
23 Workweeks, and PAGA Pay Periods in the Class Data.

24 6.3 Notice to Class Members. No later than fourteen (14) calendar days after receiving
25 the Class Data from Defendant, the Administrator will send all Class Members
26 identified in the Class Data, via first-class United States Postal Service ("USPS")
27 mail, the Class Notice in English, substantially in the form attached to this
28 Agreement as **Exhibit A**. The first page of the Class Notice shall prominently

1 estimate the dollar amounts of any Individual Class Payment and/or Individual
2 PAGA Payments payable to the Class Member and/or Aggrieved Employee, and
3 the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
4 Before mailing Class Notices, the Administrator shall update Class Member
5 addresses using the National Change of Address database.

6 6.4 Remailing of Class Notice. No later than three (3) business days after its receipt of
7 any Class Notice returned by the USPS as undelivered, the Administrator shall re-
8 mail the Class Notice using any forwarding address provided by USPS. If USPS
9 does not provide a forwarding address, the Administrator shall conduct a Class
10 Member Address Search and re-mail the Class Notice to the most current address
11 obtained. The Administrator has no obligation to make further attempts to locate or
12 send the Class Notice to Class Members whose Class Notice is returned by USPS
13 a second time.

14 6.4.1 The deadlines for Class Members' Objections, Challenges to Calculation of
15 Workweeks, and Requests for Exclusion will be extended an additional ten
16 (10) calendar days beyond the forty-five days (45) calendar days otherwise
17 provided in the Class Notice for all Class Members whose notice is re-
18 mailed. The Administrator will inform the Class Member of the extended
19 deadline with the re-mailed Class Notice.

20 6.4.2 If the Administrator, Defendant, Defense Counsel, or Class Counsel are
21 contacted by or otherwise discovers any persons who believe they should
22 have been included in the Class Data and should have received Class Notice,
23 the Parties will expeditiously meet and confer by telephone, and in good
24 faith, to agree on whether to include them as Class Members. If the Parties
25 agree, such person(s) will be Class Members entitled to the same rights as
26 other Class Members, and the Administrator will send, via email or
27 overnight delivery, a Class Notice requiring them to exercise options under
28

1 this Agreement no later than fourteen (14) calendar days after receipt of the
2 Class Notice, or the deadline in the Class Notice, whichever is later.

3 6.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review Requests for Exclusion on a rolling basis to ascertain their validity
5 and timeliness. No later than five (5) days after the expiration of the deadline for
6 submitting Requests for Exclusion, the Administrator shall: (a) email a list to Class
7 Counsel and Defense Counsel containing the names and other identifying
8 information of Class Members who have submitted Requests for Exclusion,
9 regardless of whether the requests are valid and timely (“Exclusion List”); and (b)
10 email copies of all Requests for Exclusion submitted, regardless of whether the
11 requests are valid and timely.

12 6.6 Weekly Reports. The Administrator must, on a weekly basis, provide written
13 reports to Class Counsel and Defense Counsel that tally the number of Class
14 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
15 Exclusion received (whether valid or invalid), Objections received, Challenges to
16 Workweeks received and/or resolved, and checks mailed for Individual Class
17 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly
18 Reports must attach copies of all Requests for Exclusion and Objections received.

19 6.7 Administrator’s Declaration. No later than seven (7) business days after the
20 Response Deadline, the Administrator will provide Class Counsel and Defense
21 Counsel a signed declaration suitable for filing in Court attesting to (i) its due
22 diligence and compliance with all of its obligations under this Agreement,
23 including, but not limited to, its mailing of the Class Notice, (ii) the total number
24 of Class Notices returned as undelivered, (iii) the total number of re-mailed Class
25 Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests
26 for Exclusion received (valid or invalid), (vi) the total number of Objections
27 received (valid or invalid), (vii) the total number of Participating Class Members
28 and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay

Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8 Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

6.9 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

6.10 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

6.11 Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.12 Class Members' Options.

6.12.1 Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid

1 and timely. To be valid, the Request for Exclusion must (1) include the
2 Class Member's full name, address, telephone number, and signature, and
3 a written statement requesting to be excluded from the Settlement; (2) state
4 the case name and number of the Action; and (3) be mailed to the specified
5 physical address of the Administrator. To be timely, the Request for
6 Exclusion must be postmarked no later than the Response Deadline. The
7 postmark date will be the exclusive means of determining whether a
8 Request for Exclusion has been timely submitted. A Class Member who
9 does not submit a valid and timely Request for Exclusion will be deemed a
10 Participating Class Member and will be bound by all terms of the Settlement
11 if it is granted Final Approval. If a Class Member's Request for Exclusion
12 is timely but invalid, according to the requirements listed herein, that Class
13 Member will be allowed to cure the defect(s). The Administrator will mail
14 the Class Member a cure letter within three (3) business days of receiving
15 the defective submission to advise the Class Member that his or her
16 submission is defective and that the defect must be cured to render the
17 Request for Exclusion valid. The Class Member will have until the later of
18 (a) the Response Deadline or (b) fourteen (14) calendar days from the date
19 of the cure letter, whichever date is later, to postmark the revised Request
20 for Exclusion. The Administrator, Class Counsel, and Defense Counsel may
21 attempt to resolve any Class Member disputes on the validity or timeliness
22 of a Request for Exclusion. However, the Court has the final authority to
23 make decisions consistent with the terms of this Agreement on the validity
24 or timeliness of a Request for Exclusion. The Court's decision shall be final
25 and not appealable or otherwise susceptible to challenge.

26 6.12.1.1 Every Class Member who does not submit a timely and valid
27 Request for Exclusion is deemed to be a Participating Class
28 Member under this Agreement, entitled to all benefits and bound

1 by all terms and conditions of the Settlement, including the
2 Participating Class Members' Release under Paragraph 5.1 of
3 this Agreement, regardless of whether the Participating Class
4 Member actually receives the Class Notice or objects to the
5 Settlement.

6 6.12.1.2 Every Class Member who submits a valid and timely Request
7 for Exclusion is a Non-Participating Class Member and shall not
8 receive an Individual Class Payment or have the right to object
9 to the class action components of the Settlement. Non-
10 Participating Class Members who are Aggrieved Employees are
11 deemed to release the claims identified in Paragraph 5.2 of this
12 Agreement and are eligible for an Individual PAGA Payment.

13 6.12.1.3 Should a Participating Class Member submit both a Request for
14 Exclusion (Opt-Out) and an Objection to Settlement, the Class
15 Member will be treated as a Non-Participating Class Member
16 who submitted only a Request for Exclusion.

17 6.12.2 Challenges to Calculation of Workweeks. Each Class Member shall have
18 forty-five (45) calendar days after the Administrator mails the Class Notice
19 (plus an additional ten (10) calendar days for Class Members whose Class
20 Notice is re-mailed) to challenge the number of Workweeks allocated to the
21 Class Member in the Class Notice. A Class Member may challenge the
22 allocation by sending a Challenge to Calculation of Workweeks to the
23 Administrator. The Challenge to Calculation of Workweeks must be timely.
24 To be timely, the Challenge to Calculation of Workweeks must be
25 postmarked no later than the Response Deadline. The postmark date will be
26 the exclusive means of determining whether a Challenge to Calculation of
27 Workweeks has been timely submitted. The Administrator must encourage
28 the challenging Class Member to submit supporting documentation. In the

1 absence of any contrary documentation, the Administrator is entitled to
2 presume that the Workweeks contained in the Class Notice are correct so
3 long as they are consistent with the Class Data. The Administrator shall
4 promptly provide copies of all Challenges to Calculation of Workweeks to
5 Defense Counsel and Class Counsel. The Administrator, Class Counsel, and
6 Defense Counsel may attempt to resolve all Class Member challenges over
7 the calculation of Workweeks.

8 6.12.3 Objections to Settlement. Each Participating Class Members shall have
9 forty-five (45) calendar days after the Administrator mails the Class Notice
10 (plus an additional ten (10) calendar days for Class Members whose Class
11 Notice is re-mailed) to object to the class action components of the
12 Settlement and/or this Agreement, including contesting the fairness of the
13 Settlement and/or amounts requested for the Class Counsel Fees Payment,
14 Class Counsel Expenses Payment and/or Class Representative Service
15 Payment. Only Participating Class Members may send written Objections
16 to the Administrator. A Participating Class Member may object to the
17 Settlement by (1) appearing at the Final Approval Hearing and verbally
18 objecting to the Settlement or any term thereof; and/or (2) sending a written
19 Objection to the Administrator. The written Objection must be valid and
20 timely. To be valid, the written Objection must (1) include the Class
21 Member's full name, address, telephone number, and signature, the contact
22 information for any attorney representing the objecting Class Member, if
23 any, and the factual and legal bases for the Objection, including any
24 supporting papers, briefs, written evidence, declarations, and/or other
25 evidence; (2) state the case name and number of the Action; and (3) be
26 mailed to the specified physical address of the Administrator. To be timely,
27 the written Objection must be postmarked no later than the Response
28 Deadline. The postmark date will be the exclusive means of determining

whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE

7.0 Defendant represented at mediation that the weeks worked by Class Members during the period of January 16, 2021 to February 11, 2026 were estimated to be 33,509. If the total number of weeks worked by the Class Members during the Class Period exceeds 33,509 by more than 10% (*i.e.*, if the weeks exceed 36,860) then, at Defendant's sole election, either the Class Period time will be reduced to such a time period that is less than 36,860 weeks or the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of weeks worked by the Class Members above 10% (*i.e.*, if the number of weeks increased by 11%, then the Gross Settlement Amount will increase by 1%). If Defendant elects to limit the Class Period to a time at which the number of weeks worked reaches 36,860, Defendant must provide written notice of the modified end date of the Class Period.

7.1 Prior to the filing of the Motion for Preliminary approval, Defendant's counsel shall provide a declaration stating the number of workweeks included in the final settlement list to be provided to the Settlement Administrator. The declaration shall be filed with Plaintiffs' moving papers for preliminary approval or, at a minimum, prior to the preliminary approval hearing, to ensure the Court has verified final numbers before a ruling on the Motion for Preliminary Approval by the Court.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.0 If the number of valid and timely Requests for Exclusion exceeds ten percent (10%)

of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. PRELIMINARY APPROVAL AND FINAL APPROVAL.

9.0 Motion for Preliminary Approval. Plaintiff will prepare a motion for preliminary approval that complies with the Court's requirements for such motions. In advance of filing, Plaintiff will provide Defendant with a copy of the motion to allow Defendant to provide comments to the motion.

9.1 Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that includes a request for approval of the class action settlement and the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. In advance of filing, Plaintiff will provide Defendant with a copy of the motion to allow Defendant to provide comments to the motion.

9.2 Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the

1 Agreement as necessary to obtain Final Approval. The Court's decision to award
2 less than the amounts requested for the Class Counsel Fees Payment, Class Counsel
3 Expenses Payment, Class Representative Service Payment, and/or Administration
4 Expenses Payment shall not constitute a material modification to the Agreement
5 within the meaning of this Paragraph.

6 9.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
7 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
8 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing
9 settlement administration matters, and (iii) addressing such post-Judgment matters
10 as are permitted by law.

11 9.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the Class Counsel Fees and
13 Class Counsel Expenses Payments set forth in this Agreement, the Parties, their
14 respective counsel, and all Participating Class Members waive all rights to appeal
15 from the Judgment, including all rights to post-judgment and appellate proceedings,
16 the right to file motions to vacate judgment, motions for new trial, extraordinary
17 writs, and appeals. The waiver of appeal does not include any waiver of the right to
18 oppose such motions, writs, or appeals. If an objector appeals the Judgment, the
19 Parties' obligations to perform under this Agreement will be suspended until the
20 appeal is finally resolved and the Judgment becomes final, except as to matters that
21 do not affect the amount of the Net Settlement Amount.

22 9.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that
24 requires a material modification of this Agreement (including, but not limited to,
25 the scope of release to be granted by Class Members), the Parties shall
26 expeditiously work together in good faith to address the appellate court's concerns
27 and to obtain Final Approval and entry of Judgment, with any additional
28 administration expenses reasonably incurred after remittitur to be paid from the

Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

9.7 Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendant, on the other.

10. AMENDED JUDGMENT.

10.0 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.0 Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms with respect to Plaintiffs' class action and PAGA representative action claims.

11.1 No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such

violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void but remains protected by California Evidence Code section 1152.

11.2 Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiffs reserve the right to move for class certification on any grounds available, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

11.3 No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required

1 by law; (2) as required under the terms of the Settlement; and/or (3) as required
2 under counsel's duties and responsibilities as Class Counsel. This Settlement shall
3 not be advertised or mentioned on any source, including Plaintiffs' Counsel's
4 personal or firm website.

5 11.4 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
6 this Settlement is a fair, adequate, and reasonable settlement of the Action and have
7 arrived at this Agreement after arm's-length negotiations and in the context of
8 adversarial litigation, taking into account all relevant factors, present and potential.
9 The Parties further acknowledge that they are each represented by competent
10 counsel and that they have had an opportunity to consult with their counsel
11 regarding the fairness and reasonableness of this Settlement.

12 11.5 Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that,
13 until the Motion for Preliminary Approval of Settlement is filed, they and each of
14 them will not disclose, disseminate and/or publicize, or cause or permit another
15 person to disclose, disseminate or publicize, any of the terms of the Agreement
16 directly or indirectly, specifically or generally, to any person, corporation,
17 association, government agency, or other entity except: (1) to the Parties' attorneys,
18 accountants, or spouses, all of whom will be instructed to keep this Agreement
19 confidential; (2) counsel in a related matter; (3) to the extent necessary to report
20 income to appropriate taxing authorities; (4) in response to a court order or
21 subpoena; (5) in response to an inquiry or subpoena issued by a state or federal
22 government agency or (6) with respect to Defendant, to provide information with
23 respect to resolution to employees/managers/board
24 members/officers/directors/shareholders regarding the status and fact of the
25 Settlement. Each Party agrees to immediately notify each other Party of any judicial
26 or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
27 Counsel, Defendant and Defense Counsel separately agree not to, directly or
28 indirectly, initiate any conversation or other communication, before the filing of the

1 Motion for Preliminary Approval, any with third party regarding this Agreement or
2 the matters giving rise to this Agreement except to respond only that “the matter
3 was resolved,” or words to that effect. This paragraph does not restrict Class
4 Counsel’s communications with Class Members in accordance with Class
5 Counsel’s ethical obligations owed to Class Members. This paragraph does not
6 restrict communications acknowledging the filing of the complaint, denying the
7 allegations in the complaint or stating that the matter was resolved/settled.

8 11.6 No Solicitation. The Parties separately agree that they and their respective counsel
9 and employees will not solicit any Class Member to opt out of or object to the
10 Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be
11 construed to restrict Class Counsel’s ability to communicate with Class Members
12 in accordance with Class Counsel’s ethical obligations owed to Class Members.

13 11.7 Integrated Agreement. Upon execution by all Parties and their counsel, this
14 Agreement, together with its attached Exhibit, shall constitute the entire agreement
15 between the Parties relating to the Settlement, superseding any and all oral
16 representations, warranties, covenants, or inducements made to or by any Party.

17 11.8 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
18 and represent that they are authorized by Plaintiffs and Defendant, respectively, to
19 take all appropriate action required or permitted to be taken by such Parties pursuant
20 to this Agreement to effectuate its terms, and to execute any other documents
21 reasonably required to effectuate the terms of this Agreement including any
22 amendments to this Agreement.

23 11.9 Invalidity of Any Provision. Before declaring any provision of this Agreement
24 invalid, the Court will first attempt to construe the provision as valid to the fullest
25 extent possible consistent with applicable precedents to define all provisions of this
26 Agreement as valid and enforceable.

27 11.10 Waiver. No waiver of any condition or covenant contained in this Agreement or
28 failure to exercise a right or remedy by any of the Parties hereto will be considered

1 to imply or constitute a further waiver by such party of the same or any other
2 condition, covenant, right, or remedy.

3 11.11 Cooperation. The Parties and their counsel will cooperate and use their best efforts,
4 in good faith, to implement the Settlement by, among other things, modifying the
5 Settlement Agreement, submitting supplemental evidence, and supplementing
6 points and authorities as requested by the Court. In the event the Parties are unable
7 to agree upon the form or content of any document necessary to implement the
8 Settlement, or on any modification of the Agreement that may become necessary
9 to implement the Settlement, the Parties will seek the assistance of a mediator
10 and/or the Court for resolution.

11 11.12 No Prior Assignments. The Parties separately represent and warrant that they have
12 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity and portion of any liability, claim,
14 demand, action, cause of action, or right released and discharged by the Party in
15 this Settlement.

16 11.13 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel
17 is providing any advice regarding taxes or taxability, nor shall anything in this
18 Settlement be relied upon as such within the meaning of United States Treasury
19 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

20 11.14 Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all
22 Parties or their representatives, and approved by the Court.

23 11.15 Agreement Binding on Successors and Assigns. This Agreement will be binding
24 upon, and inure to the benefit of, the successors or assigns of each of the Parties.

25 11.16 Applicable Law. All terms and conditions of this Agreement and its exhibits will
26 be governed by and interpreted according to the internal laws of the State of
27 California, without regard to conflict of law principles.

28 11.17 Cooperation in Drafting. The Parties have cooperated in the drafting and

1 preparation of this Agreement. This Agreement will not be construed against any
2 Party on the basis that the Party was the drafter or participated in the drafting.

3 11.18 Confidentiality. To the extent permitted by law, all agreements made and orders
4 entered during Action and in this Agreement relating to the confidentiality of
5 information shall survive the execution of this Agreement.

6 11.19 Use and Return of Mediation Production. Information provided to Class Counsel
7 pursuant to Evidence Code section 1152 and the Protective Order in this Action,
8 and all copies and summaries of the mediation production provided to Class
9 Counsel by Defendant in connection with the mediation, other settlement
10 negotiations, or in connection with the Settlement, may be used only with respect
11 to this Settlement, and no other purpose, and may not be used in any way that
12 violates any existing contractual agreement, statute, or rule of court. No later than
13 ninety (90) days after the date when the Court discharges the Administrator's
14 obligation to provide a Declaration confirming the final pay out of all Settlement
15 funds, Plaintiffs shall destroy, all paper and electronic versions of the mediation
16 production received from Defendant unless, prior to the Court's discharge of the
17 Administrator's obligation, Defendant makes a written request to Class Counsel for
18 the return, rather than the destruction, of the mediation production.

19 11.20 Headings. The descriptive heading of any section or Paragraph of this Agreement
20 is inserted for convenience of reference only and does not constitute a part of this
21 Agreement.

22 11.21 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
23 shall be to calendar days. In the event any date or deadline set forth in this
24 Agreement falls on a weekend or federal legal holiday, such date or deadline shall
25 be on the first business day thereafter.

26 11.22 Execution in Counterparts. This Agreement may be executed in one or more
27 counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for
28 purposes of this Agreement shall be accepted as an original. All executed

1 counterparts and each of them will be deemed to be one and the same instrument if
2 counsel for the Parties will exchange between themselves signed counterparts. Any
3 executed counterpart will be admissible in evidence to prove the existence and
4 contents of this Agreement.

5 11.23 Binding Agreement. The Parties warrant that they understand and have full
6 authority to enter into this Settlement, intend that this Agreement will be fully
7 enforceable and binding on all Parties, and agree that it will be admissible and
8 subject to disclosure in any proceeding to enforce its terms, notwithstanding any
9 mediation confidentiality provisions that otherwise might apply under federal or
10 state law. Each Plaintiff, and not their representative(s), must personally execute
11 this Agreement. An authorized officer of Defendant must execute this Agreement
12 on behalf of Defendant. This Agreement shall become binding and enforceable
13 pursuant to California Code of Civil Procedure section 664.6. In any action or
14 proceeding to enforce this settlement, the prevailing party shall be entitled to
15 reasonable attorney's fees and costs.

16 11.24 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
17 litigation shall be stayed, except to effectuate the terms of this Agreement. The
18 Parties further agree that upon the signing of this Agreement that pursuant to CCP
19 section 583.330 to extend the date to bring a case to trial under CCP section 583.310
20 for the entire period of this settlement process.

21 *[Signatures on the following page.]*
22
23
24
25
26
27
28

Plaintiff Jeremy Chavez & Class Representative:

Dated: 7/20/2026

By: _____
Jeremy Chavez

Signed by:



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Plaintiff Kassandra Gomez & Class Representative:

Dated: 7/16/2026

By: _____
Kassandra Gomez

DocuSigned by:



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Plaintiff Jeremy Chavez and Kassandra Gomez's Counsel: [As to Form Only]

Dated: 7/20/26

MOON LAW GROUP, PC

By: _____
Kane Moon, Esq.

Attorneys for Plaintiffs

Plaintiff Ruben Marin & Class Representative:

Dated:

By: _____
Ruben Marin

Plaintiff and Ruben Marin's Counsel: [As to Form Only]

Dated:

E&L, LLP

By: _____
David Lavi
Arie Ebrahimumian

Attorneys for Plaintiffs

[Additional signatures to follow on the next page]

Plaintiff Jeremy Chavez & Class Representative:

Dated:

By: _____
Jeremy Chavez

Plaintiff Kassandra Gomez & Class Representative:

Dated:

By: _____
Kassandra Gomez

Plaintiff Jeremy Chavez and Kassandra Gomez's Counsel: [As to Form Only]

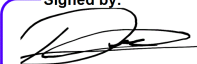
Dated:

MOON LAW GROUP, PC

By: _____
Kane Moon, Esq.
Attorneys for Plaintiffs

Plaintiff Ruben Marin & Class Representative:

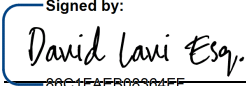
Dated: 7/20/2026

Signed by: 
By: _____
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Ruben Marin

Plaintiff and Ruben Marin's Counsel: [As to Form Only]

Dated: 7/20/2026

E&L, LLP

Signed by: 
By: _____
88C1FAEB08304FF...
David Lavi
Arie Ebrahimumian
Attorneys for Plaintiffs

[Additional signatures to follow on the next page]

Defendant:

Dated: 17 July 2026

PNEUDRAULICS, INC.

Jody Williams

By: _____

Name

Signed by:

Jody Williams

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Signature

President

Title

Defendant's Counsel: [As to Form Only]

Dated: 20 July 2026

SQUIRE PATTON BOGGS (US) LLP

Signed by:

Jill Ripke

B23AE5626DC04F4...

By: _____

Jon Daryanani

Jill Ripke

Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

In the class and representative action entitled *Jeremy Chavez et al. v. PneuDraulics, Inc.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVRS2500377 (“Action”), Plaintiffs Jeremy Chavez, Plaintiff Kassandra Gomez, and Plaintiff Ruben Marin (“Plaintiffs”) allege Defendant PneuDraulics, Inc. (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2699, et seq. (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiffs and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiffs or others.

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee. “Class Members” means all current and former hourly, non-exempt employees, employed by Defendant in California during the period from January 16, 2021 through March 13, 2026 (the “Class Period”). “Aggrieved Employees” means all current and former hourly, non-exempt employees, employed by Defendant in California during the period from January 11, 2024, through March 13, 2026 (the “PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members’ and Aggrieved Employees’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released,

(6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiffs allege Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA, among other things.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant further denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiffs. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$640,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administration Expenses Payment not to exceed \$7,750.00 for reimbursement of the Administrator's reasonable fees and expenses;
- Class Representative Service Payments not to exceed \$7,500.00 per Class Representative for their services in support of the Action and General Release;
- PAGA Penalties in the amount of \$50,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$45,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Amount to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will take the number of weeks each Participating Class Member worked for Defendant during the Class Period (“Workweeks”);
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with ____ Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ ____.

Individual PAGA Payment: A total of \$50,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$32,500.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (i.e., \$17,500.00) (“Individual PAGA Payments”) will be paid on a pro rata basis to Aggrieved Employees and calculated as follows:

1. The Administrator will take the number of pay periods each Aggrieved Employee worked for Defendant during the PAGA Period (“PAGA Pay Periods”);
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with ____ PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ ____.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Jeremy Chavez et al. v. PneuDraulics, Inc.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVRS2500377); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Unclaimed Property Fund. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

Effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes, Plaintiffs, Participating Class Members, and Aggrieved Employees will discharge the Released Parties from the Released Class Claims.

“Released Parties” means Defendant and each of its past and present parent companies, subsidiaries, affiliates, divisions, and agents and all of their respective employees, principals, managing agents, members, attorneys, officers, board members, directors, investors, shareholders, owners, partners, tax advisors, legal representatives, accountants, insurers, donors, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, purchasers, transferees, assigns, affiliates, and all other representatives of Defendant, individually and in their corporate or other representative capacities.

“Released Class Claims”: All Participating Class Members are deemed to fully and finally and forever release, settle, compromise, relinquish and discharge on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, and causes of action arising during the Class Period that were alleged or could have been alleged, or that arise from any of the factual allegations in the operative Second Amended Complaint and/or the PAGA Notice(s) from Mr. Chavez and Mr. Marin to the LWDA. This release includes, without limitation, a release of all claims alleged in the operative Second Amended Complaint for alleged claims relating to minimum wages, claims relating to overtime compensation, claims relating to meal periods, claims relating to rest breaks, claims relating to the reimbursement of business expenses, claims relating to sick pay, claims relating to uncompensated time, claims relating to the regular rate of pay (including, but not limited to, overtime rate of pay, meal and rest break premium rate of pay, and sick pay rate of pay), claims relating to vacation pay, claims relating to premium payments, claims relating to the timely payment of wages during employment and at separation of employment, claims relating to wage statements, related claims for penalties, interest, attorneys’ fees and costs, and related unfair business practices claims.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Aggrieved Employees, including Plaintiffs, will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

“Released PAGA Claims”: To the maximum extent permitted by applicable law, the LWDA, the State of California, by and through Plaintiffs as an agent and proxy of the LWDA, and all Aggrieved Employees are deemed to fully, finally, and forever release, settle, compromise, relinquish, and discharge on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

assigns, the Released Parties from any and all claims, rights, demands, liabilities, and causes of action arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, that were alleged, or could have been alleged, or that arise from any of the factual allegations in the operative Second Amended Complaint and the PAGA Notice(s) from Mr. Chavez and Mr. Marin to the LWDA. This includes, but is not limited to, claims for PAGA penalties based on claims relating to minimum wages, claims relating to overtime compensation, claims relating to meal periods, claims relating to rest breaks, claims relating to the reimbursement of business expenses, claims relating to sick pay, claims relating to uncompensated time, claims relating to the regular rate of pay (including, but not limited to, overtime rate of pay, meal and rest break premium rate of pay, and sick pay rate of pay), claims relating to vacation pay, claims relating to premium payments, claims relating to the timely payment of wages during employment and at separation of employment, claims relating to wage statements, and claims for attorneys' fees and costs pursuant to PAGA.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator, whose contact information is provided in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Jeremy Chavez et al. v. PneuDraulics, Inc.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVRS2500377); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. Unless you timely request to be excluded from the Settlement, you will be bound by the final Judgment upon Final Approval.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) mail a written Objection to the Administrator, whose contact information is provided in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Jeremy Chavez et al. v. PneuDraulics, Inc.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVRS2500377); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the [Response

Deadline]. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Opt-Out Request. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at ____ a.m. in the Superior Court of the State of California, County of San Bernardino, Department 12-Rancho Cucamonga, located at 8303 Haven Avenue, Rancho Cucamonga, CA 91730. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiffs and the Class:

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The Court has permitted, for purposes of settlement, the Attorneys for Plaintiffs and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.