CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement") is made by and between Plaintiff Rene Gonzalez ("Plaintiff") and Defendant Val-Pro, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant as the "Parties," or individually as the "Party."

A. DEFINITIONS.

1. "Action" means the lawsuit alleging wage and hour violations against Defendant captioned *Rene Gonzalez v. Val-Pro, Inc.* initiated by Plaintiff on May 29, 2025, and pending in the Superior Court of California, County of Kern (Case No. BCV-25-101999).

2. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

4. "Aggrieved Employees" 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.

5. "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.

6. "Class Counsel" means The Wheeler Law Firm, APC.

7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's: (a) full name; (b) last-known mailing address; (c) Social Security number; and (d) number of Workweeks and PAGA Pay Periods.

9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

10. "Class Member Address Search" means the Administrator's investigation and search for current Class Members' mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address Database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.

11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members, in English and Spanish, in

the form, without material variation, attached as **Exhibit 1** and incorporated by reference into this Agreement.

12. "Class Period" means the period from March 19, 2021, through March 15, 2026.

13. "Class Representative" means the named plaintiff in the Operative Complaint in the Action seeking Court approval to serve as the Class Representative.

14. "Class Representative Service Award" means the payment to the Class Representative for initiating the Action, providing services in support of the Action, and executing a general release.

15. "Court" means the Superior Court of California, County of Kern.

16. "Defendant" means the named defendant Val-Pro, Inc.

17. "Defense Counsel" means Gordon Rees Scully Mansukhani, LLP.

18. "Effective Date" means the later of the following dates: (a) if no appeal is filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (b) if an appeal is filed, then no later than fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal.

19. "Final Approval" means the Court's order granting final approval of the Settlement.

20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

21. "Gross Settlement Amount" means $261,360, which is the total amount Defendant agrees to pay under the Settlement, in addition to the lawfully-required employer's share of the payroll taxes. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments. This is an "all in" non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the Gross Settlement Amount by Defendant.

22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

25. "LWDA" means the California Labor and Workforce Development Agency.

26. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments and credits in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Award; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

29. "Operative Complaint" means the First Amended Class Action Complaint. Before the filing of Plaintiff's Motion for Preliminary Approval, the Parties agree to file a Stipulation for Leave to Amend for Plaintiff to file a First Amended Class Action and Representative PAGA Action Complaint, to include class claims and all allegations identified in Plaintiff's PAGA Notice, in order to effectuate the terms of this Settlement.

30. "Objection" means written or verbal objection to a term of, or the terms of, the Settlement by a Class Member or Union.

31. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq*.).

32. "PAGA Notice" means the Plaintiff's written notice to the LWDA and Defendant on March 19, 2025 providing notice pursuant to Labor Code section 2699.3, subdivision (a).

33. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

34. "PAGA Period" means the period from March 25, 2024, through March 15, 2026.

35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and the thirty-five percent (35%) to the Aggrieved Employees in settlement of PAGA claims.

36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

37. "Plaintiff" means the named plaintiff Rene Gonzalez.

38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

39. "Preliminary Approval Hearing" means the Court's hearing on the Motion for Preliminary Approval of the Settlement.

40. "Released Class Claims" means the claims being released as described in Section E.2.

41. "Released PAGA Claims" means the claims being released as described in Section E.3.

42. "Released Parties" means Defendant and Defendant's respective past, present, and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns, predecessors, shareholders, managers, officers, directors, partners, members, agents, employees, attorneys, insurers, and predecessors successors and assigns of any of the foregoing.

43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member and submitted to the Administrator.

44. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

45. "Settlement" means the disposition of the Action effected by this Settlement Agreement and the Judgment.

46. "Union" shall mean Teamsters Union Local No. 630.

47. "Workweek" means any week during which a Class Member worked for Defendant for at least one (1) day during the Class Period.

B. RECITALS.

1. On March 19, 2025, Plaintiff submitted a PAGA notice to the LWDA that he intended to seek PAGA penalties pertaining to the following allegations: (a) failure to provide required meal periods and pay premium payments, California Labor Code §§ 226.7, 510 and 512; § 3 of the Applicable IWC Wage Order (b) failure to provide required rest periods and pay premium payments, California Labor Code §§ 226.7 and 512; § 12 of the Applicable IWC Wage Order (c) failure to provide required recovery periods and pay premium payments, California Labor Code §§ 226.7 and California Code of Regulations, Title 8, Section 3395; (d) failure to pay overtime wages, California Labor Code §§510, 1194, 1197 and 1198; § 3 of the Applicable Wage Order; (e) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; § 4 of the IWC Wage Orders; (f) failure to timely pay all wages due to discharged and quitting employees, California Labor Code §§ 201, 202 and 203; (g) failure to timely pay wages, California Labor Code §§ 204 and 210; (h) failure to maintain required records, California Labor Code §§ 226, 1174;§ 7 of the Applicable IWC Wage Order; (i) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and

226.3; § 7 of the Applicable IWC Wage Order; (j) failure to indemnify for reasonable and necessary business expenses, California Labor Code § 2802 and all Applicable IWC Wage Orders; (k) failure to implement a workplace violence prevention policy, California Labor Code §§ 6401.7 and 6401.9; (l) failure to implement heat and temperature illness prevention laws, California Code of Regulations, Title 8, section 3395 Heat Illness Prevention, Labor Code §§ 6308, 6317; (m) failure to provide suitable seating/resting facilities, IWC Wage Order § 13; (n) failure to provide statutorily required information in order to prevent wage theft, California Labor Code § 2810.5; (o) failure to furnish or provide all documents signed or obtained, California Labor Code § 432.

2. On May 29, 2025, Plaintiff filed a PAGA complaint against Defendant in the County of Kern Superior Court, Case No.: BCV-25-101999. Defendant filed an answer to Plaintiff's PAGA Complaint.

3. After engaging in significant discovery, investigations, and negotiation, on January 15, 2026, the Parties attended mediation with the highly experienced mediator, Gig Kyriacou, Esq. After a full day of mediation, the Parties were able to reach an agreement on a proposed class action and PAGA settlement that would fully resolve this matter.

4. As a material term of this Agreement, the Parties will stipulate to and the Plaintiff will file a First Amended Complaint that includes class claims and encompasses all allegations raised in Plaintiff's PAGA Notice.

5. Defendant denies the allegations in the Operative Complaint and PAGA Notice, denies any failure to comply with the laws identified in the Operative Complaint and PAGA Notice, and denies any and all liability for the causes of action alleged.

6. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced documents relating to the policies, practices, and procedures regarding the claims, including, inter alia, paying non-exempt employees for all hours worked, meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data enabling Plaintiff to understand the number of Workweeks and PAGA Pay Periods. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

7. The Court has not granted class certification. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not request exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final Approval for any reason, the Parties' stipulation to class certification as part of the Settlement Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected by California Evidence Code Section 1152 and shall not be admissible in connection with, the

issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that Defendant will continue to oppose class certification and contest the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and a trial should the Court fail to grant Final Approval.

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

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendant promises to pay no more than $261,360 and any and 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 employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount:

   a. To Class Counsel: A Class Counsel Fees Payment of no more than $87,033 (1/3 of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of no more than $18,000.

      i. As part of the Motion for Final Approval, Plaintiff's counsel will also request approval for Class Counsel's Fees Payment and Class Litigation Expenses Payment. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

      ii. The Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on these Payments or from any dispute or controversy regarding any division or sharing of any of these Payments.

iii. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099.

b. To Plaintiff: The Class Representative Service Award of no more than $7,000 to Plaintiff.

i. As part of the Motion for Final Approval, Plaintiff will seek Court approval of the Class Representative Service Award. Defendant will not oppose the request for the Class Representative Service Award that does not exceed this amount. If the Court approves the Class Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

ii. The Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Award.

c. To the Administrator: An Administration Expenses Payment not to exceed $15,000 except for a showing of good cause and as approved by the Court.

i. To the extent the Administration Expenses are less or the Court approves payment less than $12,000, the Administrator will allocate the remainder to the Net Settlement Amount.

d. To the LWDA and Aggrieved Employees: PAGA Penalties in the sum of $30,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which ($19,500) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($10,500) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the thirty-five percent (35%) share of PAGA Penalties ($10,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

iii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

e. 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 during the Class Period.

i. Twenty percent (20%) of the Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of the Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholding and will be reported on IRS Form 1099. The Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

ii. The Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to the Participating Class Members on a pro rata basis.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks. Based on a review of its records as of the January 15, 2026 mediation, Defendant estimates that Class Members worked a total of approximately 23,760 Workweeks.

2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for the appropriate entities and persons.

   a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided, and the Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom Class Notices were returned undelivered). The Administrator may send the Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator will update the recipients' mailing addresses using the NCOA.

b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.

c. For any Class Member whose settlement check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

d. The payment of the Class Representative Service Award, 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) beyond those specified in this Settlement.

E. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, 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").

a. 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.

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

c. 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.

2. Release by the Participating Class Members. All the Participating 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 the facts contained in the Operative Complaint and that occurred during the Class Period.

    a. Except as set forth in Section E.3. of this Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

3. Release by the Aggrieved Employees. All the Participating and Non-Participating Class Members, who are 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 the facts contained in the Operative Complaint and PAGA Notice dated March 19, 2025, and that occurred during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including a: (a) draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and request for approval of the PAGA Settlement; (b) draft of the Order Granting Preliminary Approval and Approval of PAGA Settlement; (c) signed declaration of adequacy from the Administrator; (d) signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Administrator; (e) signed declaration from Class Counsel attesting to their competency to represent the Class Members and their timely transmission of all necessary PAGA documents and Class Notice to the LWDA; and (f) all facts relevant to any actual or potential conflict of interest with the Class Members and Administrator. In their declarations, Plaintiff and Class Counsel shall also aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

    a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of this Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, and Administration Expenses Payments shall not operate to terminate or cancel this Agreement.

b. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.

c. Defendant agrees that it will not oppose the Motion for Preliminary Approval if it is consistent with the terms of the Agreement.

2. Class Counsel's Responsibilities. Class Counsel are responsible for: (a) finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Preliminary Approval to the Administrator.

3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone or email to modify the Settlement and satisfy the Court's issues.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties jointly selected Phoenix to serve as the Administrator and verified that the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

4. Notice to Class Members.

a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, 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 the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will use their best efforts to reconstruct or resolve any issues related to missing or omitted Class Data.

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

c. Before mailing Class Notices, the Administrator shall update Class Members' addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail.

No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most current address obtained. The Settlement Administrator will provide a cover letter notifying the Class Member of the extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement; or (c) workweek dispute.

d. (1) Verification of Class Member Employment Status. If Notice of Class Action Settlement sent to a Class Member is determined to be undeliverable, the Settlement Administrator shall verify the employment status of the Class Member with Defendant within five (5) days of receipt of the undeliverable Notice of Class Action Settlement. If the Class Member is a current employee of Defendant, Defendant shall take all reasonable efforts to obtain the current address from the Class Member and shall provide the same with seven (7) days of notice from the Settlement Administrator. If the Administrator, Defendant, or Class Counsel are contacted by or discovers any person who believes that they should have been included in the Class Data and should have received Class Notice, the Parties will meet and confer in person or by telephone or email to determine whether to include them as a Class Member. If the Parties agree, such persons will be deemed Class Members entitled to the same rights as the other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice or deadline set forth in the Class Notice, whichever date is later.

5. Requests for Exclusion.

   a. Each Class Member who wishes to exclude themself from the class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline.

   b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates their election to be excluded from the Settlement and includes their: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement.

   c. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.

   d. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the releases under Section E.2. and Section E.3. of this Agreement regardless of whether the Participating Class Member receives the Class Notice or objects.

   e. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class portion of the Settlement.

   f. The Parties agree that no Aggrieved Employee has the right to object to the PAGA portion of the Settlement or exclude themself from the release of clams set forth in Section E.3 of this Agreement regardless of whether the Aggrieved Employee cashes any payment received because of this Settlement.

   g. Any Class Member who requests to be excluded from the Settlement Class shall not be entitled to any recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon except as to any distribution based upon PAGA penalties. Aggrieved Employees will receive their share of the PAGA Payment and the Settled PAGA Claims will be released even if the Class Member submits a timely Request for Exclusion. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods.

    a. Each Class Member who wishes to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice must do so no later than the Response Deadline.

    b. The Class Member may challenge the allocation of Workweeks and/or PAGA Pay Periods by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable susceptible to challenge.

    c. The Administrator will promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Class Counsel and Defense Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

    a. Each Participating Class Member who wishes to send a written objection to the Administrator must do so no later than the Response Deadline.

    b. The Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) why the Class Member is objecting; (iii) any fact that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number. Alternatively, the Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

    c. Only the Participating Class Members may object to the class portion of the Settlement, including contesting the fairness of this Agreement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Award. The Non-Participating Class Members have no right to object to any of the portion of the Settlement.

    d. The Aggrieved Employees cannot object to the PAGA portion of the Settlement and shall be bound by the release of claims set forth in Section E.3 of this Agreement.

        i. Union Notice and Objection Period. The Parties recognize that Class Members falling within this Settlement may be subject to collective bargaining agreements and that the Union is not a party to this Action. Although it is the Parties' position that the Settlement does not involve any change to the Union's collective bargaining relationship with Defendant, the Parties have agreed to provide the Union with notice and opportunity to object. On May 26, 2026, the Union executed **Exhibit 2**, acknowledging that the Union has received notice of the Settlement, and that it does not intend to object to the settlement, without waiving its rights. The Parties have agreed that additionally, the Class Notice will be provided to the Union by the Administrator using the same method and timeline as used for the Class Members (i.e., no later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send the Union, via first-class USPS mail, the Class Notice). The Union shall have forty-five (45) calendar days after the Administrator mails the Class Notice to object, in writing, to the class action components of the Settlement and/or this Agreement. The Union may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Union representative's full name, address, telephone number, and signature, the contact information for any attorney representing the Union, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; 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. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any 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 and/or timeliness of a written Objection.

8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement.

   a. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Class Notice, Motion for Final Approval, Final Approval Order, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

   b. Requests for Exclusion and Exclusion List. The Administrator will review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing: (i) names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (ii) names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid) ("Exclusion List").

c. Weekly Reports. The Administrator must on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports will include the Administrator's assessment of the validity of Requests for Exclusion.

d. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or susceptible to challenge.

e. Administrator's Declaration. No later than sixteen (16) court days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing attesting to its due diligence and compliance with all its obligations under this Agreement. This includes: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion from Settlement received (both valid or invalid); and (vi) number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s).

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

g. Employer Taxes. The Administrator shall calculate Defendant's share of employer payroll taxes due on the Wage Portion of Individual Class Payments and provide this information to the Parties. The Administrator shall remit employer taxes and required forms to the appropriate taxing authorities within the deadlines set by law.

H. ESCALATOR CLAUSE. If it is determined that the number of Workweeks within the Class Period exceeds ten percent (10%) or more of 23,760 Workweeks (*i.e.*, more than 26,136

Workweeks), then Defendant, int its sole discretion, may elect to either (1) purchase the additional Workweeks above the 10% cushion (i.e. the weeks above the 26,136 total) at a *pro rata* rate; or (2) cut off the release period as of the date the 10% cushion is exhausted. If Defendant elects Option (1) from the previous sentence, Defendant shall increase the Gross Settlement Amount by a *pro-rata* dollar value equal to the number of Workweeks in excess of 26,136 Workweeks. For example, if there is a 1% increase over the 10% cushion, then the GSA increases by 1%. Defendant shall use its best efforts to inform Class Counsel of whether the escalator has triggered, and if so, which option it intends to select, at least three (3) days prior to the date on which a Motion for Preliminary Approval is due to be filed with the Court.

I. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Class Counsel will prepare and file a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), Final Approval Order, and Judgment.

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

2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, then the Parties will work together to address the Court's issues to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, and/or Administration Expenses Payment shall not constitute a material modification. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void, and the Parties reserve their rights with respect to the prosecution and defense of the Action.

3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until the appeal is resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall work together to address the appellate court's issues and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis.

5. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

J. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to submit an amended judgment.

K. **ADDITIONAL PROVISIONS.**

1. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel agree that they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate and/or publicize, any of the terms of the Agreement to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Moreover, until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel agree not to initiate any conversation or other communication with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communication with Class Members in accordance with Class Counsel's ethical obligations owed.

2. No Admission, Representative Manageability, or Class Certification for Purposes Other than Settlement. 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 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 the Action have merit. If the Court does not grant Preliminary Approval or Final Approval, then Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and 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).

3. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date

when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

4. Cooperation. The Parties and their counsel will cooperate with each other to implement the Settlement Agreement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or Court for resolution.

5. Attorney Authorization. Class Counsel and Defense Counsel warrant and represent that they are authorized by the Parties to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

6. No Solicitation. The Parties agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed.

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

8. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.

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

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

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

15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

16. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

To Defendant:

Dina Glucksman
Jennifer Jambor-Delgado
Corey S. Smith
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071
(Tel) (213) 576-5000
(Fax) (213) 680-4470
dglucksman@grsm.com
jjambordelgado@grsm.com
cssmith@grsm.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

19. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Signatures on the following page.

Dated: 6/8/2026 By: Signed by: 881C89737540402...

Rene Gonzalez

Dated: ________________ By: ________________________________

Title: ____________________________

Val-Pro, Inc.

Dated: ________________ By: ________________________________

Title: ____________________________

Teamsters Local 630

APPROVED AS TO FORM:

Dated: June 8, 2026 THE WHEELER LAW FIRM, APC

By: ________________________________
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

Dated: June ____, 2026 GORDON REES SCULLY MANSUKHANI, LLP

By: ________________________________
Jennifer Jambor-Delgado

Attorneys for Defendant, Val-Pro, Inc.

Dated: ________________ By: ___________________________________

Rene Gonzalez

Dated: July 1, 2026 By: DocuSigned by: C4C8B5A300D4490...

Title: CEO

Val-Pro, Inc.

APPROVED AS TO FORM:

Dated: July ____, 2026 THE WHEELER LAW FIRM, APC

By: ___________________________________

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

Dated: July 01, 2026 GORDON REES SCULLY MANSUKHANI, LLP

By: ___________________________________

Corey S. Smith
Dina Glucksman

Attorneys for Defendant, Val-Pro, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION AND REPRESENTATIVE ACTION (PAGA) SETTLEMENT
PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled Rene Gonzalez v. Val-Pro, Inc., Kern County Superior Court Case No. BCV-25-101999 TMS (the "Lawsuit" or the "Action"), Plaintiff, Rene Gonzalez ("Plaintiff") alleged that Defendant Val-Pro, 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 2698, *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, and all Industrial Welfare Commission ("IWC") Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a 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 Plaintiff or others.

Class Member(s) are defined as: All non-exempt employees who were employed by Defendant in the State of California, at any time from March 19, 2021, through March 15, 2026 (the "Class Period") (collectively, the Class Members are referred to as the "Class").

Aggrieved Employee(s) are defined as: All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time from March 25, 2024, through March 15, 2026 ("PAGA Period")

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. Please read this Notice carefully. It may affect your legal rights. Defendant will not retaliate against you for any actions you take with respect to this Notice or the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to remain in the Class, be bound by the Settlement, and receive your Individual Settlement Payment, and if eligible, PAGA Payment, **then you do not need to do anything.**
Exclude Yourself From the Settlement	If you do not want to be bound by the Settlement or remain in the Class, **then you need to follow the instructions in Section 6.** If you exclude yourself, you will not receive your Individual Settlement Payment, and you will not release the Settled Claims against Released Parties, as defined in Section 4 below. If the Settlement is approved by the Court, and you are an Aggrieved Employee, you will receive your PAGA Payment and the Settled PAGA Claims will be released, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the Settlement, **then you need to follow the instructions in Section 7.** If you object, 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 as 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 terms of the Settlement, including the Claims that are being released, (2) the total monetary amount of the Settlement, (3) your estimated Individual Settlement Payment provided you do not request to be excluded from the Settlement; (4) your estimated Individual PAGA Payment; (5) how to participate in, exclude yourself from, or object to the Settlement; and (6) where to find additional information regarding the Action and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS CASE ABOUT?

Plaintiff initially filed a representative complaint pursuant to PAGA on May 29, 2025, in the Superior Court of California, County of Kern, commencing the lawsuit entitled *Rene Gonzalez v. Val-Pro, Inc.*, Superior Court of the State of California for the County of Kern, Case No. BCV-25-101999 TMS. As part of the settlement, Plaintiff filed a First Amended Class and PAGA representative complaint that alleged on behalf of himself and the Class the following claims against Defendant: (1) failure to provide required meal periods and/or pay premium payments in lieu thereof; (2) failure to provide required rest periods and/or pay premium payments in lieu thereof; (3) failure to provide required recovery periods and/or premium payments in lieu thereof; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages; (7) failure to timely pay all wages during employment and to discharged and quitting employees; (8) failure to maintain required records; (9) failure to furnish accurate itemized wage statements; (10) failure to indemnify or reimburse reasonable and necessary business expenses; (11) unlawful business practices; and (12) violation of PAGA, predicated on violations of the California Labor Code and applicable IWC Wage Orders, including allegations of failure to provide adequate resting facilities, failure to prevent heat related illness and injury, among other allegations.

As described above, Defendant denies any liability or wrongdoing of any kind. Defendant contends, among other things, that it complied at all times with the California Labor Code, Business and Professions Code, and IWC Wage Orders, and its employees were correctly and timely paid all wages due and owing, and that meal periods and rest periods were provided as required by applicable law.

The Court has not ruled on the merits of Plaintiff's claims. 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 those issues 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 SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND PAGA PAYMENTS.

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay Two Hundred Sixty-One Thousand, Three-Hundred and Sixty Dollars and Zero Cents ($261,360.00) (the "Gross Settlement Amount") to fully resolve the claims in the Action, if approved by the Court.

The following amounts will be paid from the Gross Settlement Amount:

- Service Payment to Plaintiff for his service as a Class Representative in the amount of up to Seven Thousand Dollars and Zero Cents ($7,000.00);
- Attorneys' Fees not to exceed Eight-Seven Thousand and Thirty-three Dollars and Zero Cents ($87,033) (*i.e.*, 1/3 of the Gross Settlement Amount) to Class Counsel and up to Eighteen Thousand Dollars and Zero Cents ($18,000.00) for reimbursement of litigation costs and expenses ("Attorneys' Costs");
- The amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation");
- The costs associated with the administration of the Settlement, estimated not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) ("Settlement Administration Costs").

Individual Settlement Payment: 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 Class Members who do not request to be excluded from the Settlement ("Settlement Class Members") on a *pro-rata* basis, based on their number of Compensable Workweeks. Each payment is called an "Individual Settlement Payment" and will be calculated as follows:

1. The Settlement Administrator will determine the number of workweeks worked by Class Members in California as a non-exempt employee during the Class Period ("Compensable Workweeks");

2. The Settlement Administrator will determine the value of a single Compensable Workweek by dividing the Net Settlement Amount by the total number of Compensable Workweeks worked by all Settlement Class Members resulting in a payment ratio; and

3. Each Settlement Class Member shall receive an Individual Settlement Payment equal to his or her Compensable Workweeks multiplied by the value of a single Compensable Workweek.

You have been credited with ____ Compensable Workweeks. Based on your Compensable Workweeks, your Individual Settlement Payment as a Settlement Class Member, prior to any applicable withholdings, is estimated to be $__________. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Settlement Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Thirty Thousand Dollars and Zero Cents ($30,000.00) of the Gross Settlement Amount has been allocated to PAGA Settlement. Of this amount, 65% or Nineteen Thousand and Five Hundred Dollars (*i.e.*, $19,500.00) will be paid to California's Labor & Workforce Development Agency, and 35% or Ten Thousand, Five Hundred Dollars (*i.e.*, $10,500.00) (the "Net PAGA Distribution Amount") will be paid on a *pro-rata* basis to Aggrieved Employees ("Individual PAGA Payments") as follows:

The Settlement Administrator will determine the number of Pay Periods each Aggrieved Employee worked for Defendant for at least one day in California during the period from March 19, 2025, through March 15, 2026 ("Compensable PAGA Pay Periods");

1. The Settlement Administrator will determine the value of a single Compensable PAGA Pay Period by dividing the Net PAGA Distribution Amount by the total number of Compensable PAGA Pay Periods worked by all Aggrieved Employees; and

2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her Compensable PAGA Pay Periods multiplied by the value of a single Compensable PAGA Pay Period.

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

If you dispute the above information, you may submit a written dispute to the number of Compensable Workweeks and/or Compensable PAGA Pay Periods allocated to you ("Dispute") to the Settlement Administrator. Your Dispute must: (1) contain your name, address, and telephone number and the case name and number of this action, *Rene Gonzalez v. Val-Pro, Inc., Inc.*, Superior Court of the State of California for the County of Kern, Case No. BCV-25-101999 TMS;; (2) clearly state the number of Compensable Workweeks and/or Compensable PAGA Pay Periods you believe are correct; and (3) attach any documentary evidence you have to prove the number of contended Compensable Workweeks and/or Compensable PAGA Pay Periods; (4) be signed by you; and (5) be postmarked, emailed, or fax stamped on or before (INSERT DATE) and returned to the Settlement Administrator at the address, email, or fax number listed below:

Phoenix Settlement Administrators
Re: *Rene Gonzalez v. Val-Pro, Inc.*
INSERT ADDRESS
Phone: (800)
Facsimile: (714)
Email: INSERT EMAIL ADDRESS

Twenty (20%) of each Individual Settlement Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty (80%) of each Individual Settlement Payment will be considered penalties and interest and any other non-wage related amount. 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 PAGA Payment will be allocated as penalties and be reported on an IRS form 1099.

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

Checks will be valid and negotiable 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 Settlement Administrator, will be canceled and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. 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?

Released Class Claims: If and when the Court grants final approval of 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 Class Members who do not opt out of the Settlement ("Settlement Class Members") will fully and finally release and discharge the Released Parties, from March 19, 2021, through March 15, 2026, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are alleged, or that could have been alleged, based on the facts and theories alleged in the Operative Complaint, which includes but is not limited to the following claims: (1) failure to provide required meal periods and/or pay premium payments in lieu thereof; (2) failure to provide required rest periods and/or pay premium payments in lieu thereof; (3) failure to provide required recovery periods and/or premium payments in lieu thereof; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages; (7) failure to timely pay all wages during employment and to discharged and quitting employees; (8) failure to maintain required records; (9) failure to furnish accurate itemized wage statements; (10) failure to indemnify or reimburse reasonable and necessary business expenses; (11) unlawful business practices; and (12) violations of PAGA, predicated on violations of the California Labor Code and applicable IWC Wage Orders, including but not limited to (a) failure to implement heat and temperature illness prevention laws; (b) failure to provide suitable seating/resting facilities; and (c) failure to provide statutorily required information in order to prevent wage theft. The resolution of Plaintiff's PAGA claim (the "PAGA Settlement") includes any Class Members who are employed or have been employed by Defendant in the State of California during the time period from March 25, 2024, through March 15, 2026 ("Aggrieved Employees"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released Parties" collectively means: Defendant and Defendant's respective past, present, and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns, predecessors, shareholders, managers, officers, directors, partners, members, agents, employees, attorneys, insurers, and predecessors successors and assigns of any of the foregoing.

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, Aggrieved Employees 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: Plaintiff, as a PAGA Representative, and as an agent and proxy of the State of California (including the LWDA), and the State of California (including the LWDA and all individuals who seek to serve as agent and proxy of the State of California in bringing PAGA claims) will release and discharge the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Operative Complaint in the Action and Plaintiff's March 19, 2025 PAGA Notice to the LWDA, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint in the Action and Plaintiff's March 19, 2025 PAGA Notice to the LWDA, during the PAGA Period, including claims for civil penalties based on the following: (1) failure to provide required meal periods and/or pay premium payments in lieu thereof; (2) failure to provide required rest periods and/or pay premium payments in lieu thereof; (3) failure to provide required recovery periods and/or premium payments in lieu thereof; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages; (7) failure to timely pay all wages during employment and to discharged and quitting employees; (8) failure to maintain required records; (9) failure to furnish accurate itemized wage statements; (10) failure to indemnify or reimburse reasonable and necessary business expenses; (11) unlawful business practices; and (12) violations of the California Labor Code and applicable IWC Wage Orders, including but not limited to (a) failure to implement heat and temperature illness prevention laws; (b) failure to provide suitable seating/resting facilities; and (c) failure to provide statutorily required information in order to prevent wage theft.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR RELEASE OF SETTLED PAGA CLAIMS AND WILL RECEIVE A PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards 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 as a Settlement Class Member, you must submit a written Request for Exclusion to the

Settlement Administrator ("Opt-Out Request") at the address, email, or fax number listed in section 3 of this Notice above. The Request for Exclusion must be valid and timely.

A valid and complete Opt-Out Request must: (1) contain your full name, address, telephone number, and signature; (2) state the case name and number of the Action: *Rene Gonzalez v. Val-Pro, Inc.*, Superior Court of the State of California for the County of Kern, Case No. BCV-25-101999 TMS; (3) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number listed in section 3 of this Notice above; and (4) contain a written statement requesting to be excluded from the Settlement, such as something substantially similar to:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE RENE GONZALEZ v. VAL-PRO, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT OF THE LAWSUIT. I UNDERSTAND THAT THE PAGA CLAIM WILL STILL BE RELEASED AND SETTLED."

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval of the Settlement.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Settlement Payment and will not release any of the Settled Claims. However, Class Members who are also PAGA Members will receive their PAGA Payment and release the Settled PAGA Claims regardless of whether they submit an Opt-Out Request.

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

Any Settlement Class Member may object to the Settlement or to any settlement term. If you wish to object, you may (i) appear at the Final Approval hearing and verbally object to the Settlement or any term thereof; and/or (ii) send a written Objection to the Settlement Administrator ("Objection") to the address or fax number listed in section 3 of this Notice above. The written Objection must be valid and timely. To be valid, the written Objection must (1) contain your full name, address, telephone number, and signature; (2) include the contact information for any attorney representing you, if any; (3) state the case name and number of the *Rene Gonzalez v. Val-Pro, Inc.*, Superior Court of the State of California for the County of Kern, Case No. BCV-25-101999 TMS; (4) give the legal and factual basis for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (5) to be timely, the Objection must be postmarked, emailed, or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number in section 3 of the Notice above.

<u>The submission of an objection will ***not*** exclude you from the Settlement</u>. If the Court grants Final Approval of the Settlement, you will still receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. **Do not submit both an Objection and Opt-Out Request**. If you file both an Objection and an Opt-Out Request, you will be excluded from the Settlement and the Objection will not be considered. If you submit neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. HAS MY UNION BEEN INFORMED OF THE SETTLEMENT?

Your Union is not a Party to this case, and is not required to participate, but it will be provided a copy of this Class Notice. Although it is the Parties' position that the Settlement does not involve any change to the Union's collective bargaining relationship with Defendant, the Parties want to make sure that your Union has the opportunity to review the settlement and be heard by the Court if it wishes. The Court will review any Union objections when determining the fairness of the settlement.

If your Union wishes to object, it may (i) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (ii) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. Just as for Class Members, the written Objection must be valid and timely. To be valid, the written Objection must (1) contain your full name, address, telephone number, and signature; (2) include the contact information for any attorney representing you, if any; (3) state the case name and number of the *Rene Gonzalez v. Val-Pro, Inc.*, Superior Court of the State of California for the County of Kern, Case No. BCV-25-101999 TMS; (4) give the legal and factual basis for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (5) to be timely, the Objection must be postmarked, emailed, or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number in section 3 of the Notice above.

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

The Final Approval Hearing is scheduled to take place on [INSERT DATE AND TIME] in Department T-2 of the Superior Court of the State of California, Kern Superior Court – Metro Division, located at 1215 Truxtun Avenue, Bakersfield, California 93301. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Settlement Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

10. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:	**Attorneys for Defendant:**
THE WHEELER LAW FIRM, APC Scott Ernest Wheeler Justin A. Wheeler 250 West First Street, Suite 216 Claremont, California 91711 Telephone: (909) 621-4988 Facsimile: (909) 621-4622	Dina Glucksman Jennifer Jambor-Delgado Corey S. Smith GORDON REES SCULLY MANSUKHANI, LLP 633 West Fifth Street, 52nd Floor Los Angeles, California 90071 (Tel) (213) 576-5000 (Fax) (213) 680-4470

The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Settlement Class Members, for the purposes of settlement. Other than the Attorneys' Fees and Attorneys' Costs approved by the Court, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

11. 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.

12. FURTHER INFORMATION.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Superior Court of the State of California, Kern Superior Court – Metro Division, located at 1215 Truxtun Avenue, Bakersfield, California 93301, or at the Court's website at: https:________________. Documents regarding this Settlement may also be found on the Internet at: https://______________.

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

EXHIBIT B

Teamsters Union Local No. 630 acknowledges that it has been provided notice of the pending class action settlement in the case entitled *Rene Gonzalez v. Val-Pro, Inc.*, Kern County Superior Court, Case No. BCV-25-101999 between Rene Gonzalez ("Plaintiff") and Defendant Val-Pro, Inc. ("Defendant"), involving the claims of Class Members defined as "all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period."

Teamsters Union Local No. 630 takes no position on the merits of the lawsuit or the settlement and does not intend to object to the settlement. This acknowledgement shall not be construed as a waiver of any rights held by **Teamsters Union Local No. 630**.

Dated: 5/26/26

Teamsters Union Local No. 630

By: Carlos Santamaria

Carlos Santamaria
Business Representative