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

IRAY RENTERIA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CRYSTAL PLUS, INC., a California
corporation; TOPMOST WORLD, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVRS2501691

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

Action filed: March 17, 2025
Trial date: Not Set

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Iray Renteria (“Plaintiff”) and Defendant Crystal Plus, Inc. (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

- 1.0. “Action” means *Iray Renteria v. Crystal Plus, Inc., et al.*, Superior Court of California, County of San Bernardino, Case Number CIVRS2501691.
- 1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the neutral entity the Parties have designated to administer the Settlement.
- 1.2. “Administration Expenses Payment” means the court-approved amount allocated from the Gross Settlement Amount to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$4,250.00.
- 1.3. “Aggrieved Employees” means all current and former hourly or non-exempt employees of Defendant in California at any time during the PAGA Period.
- 1.4. “Class” means all current and former hourly or non-exempt employees of Defendant in California employed during the Class Period.
- 1.5. “Class Counsel” means Moon Law Group, P.C.
- 1.6. “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 of the Gross Settlement Amount.
- 1.7. “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 \$25,000.00.
- 1.8. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, start and end dates of active employment as an hourly or non-exempt employee of Defendant in the State of California, and any other information required by the Administrator to effectuate this Agreement.

- 1.9. “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.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members or Aggrieved Employees.
- 1.11. “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 and Spanish, substantially in the form, without material variation, attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from March 17, 2021, through January 7, 2026, except as otherwise provided in Paragraph 8.0.
- 1.13. “Class Representative” means the named Plaintiff in the Action, Iray Renteria.
- 1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for her services in support of the Action and Settlement, not to exceed \$5,000.00.
- 1.15. “Court” means the Superior Court of the State of California, County of San Bernardino.
- 1.16. “Defendant” means the named Defendant in the Action, Crystal Plus, Inc.
- 1.17. “Defense Counsel” means Chang & Coté, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order or Final Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 60 calendar days plus 5 court days from the date the Court enters Final Approval Order and Final

Judgment); or (ii) if any appeal, writ, or other appellate proceeding opposing the Final Approval Order and Judgment has been filed within that timeframe, then five (5) court day after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively been dismissed with no right to pursue further remedies or relief.

1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court upon granting final approval of the Settlement.

1.22. “Gross Settlement Amount” means \$175,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).

1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

- 1.27. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “Operative Complaint” means the First Amended Complaint filed in the Action.
- 1.30. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.
- 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from March 9, 2024, through January 7, 2026, except as otherwise provided in Paragraph 8.0.
- 1.33. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.34. “PAGA Notice” means Plaintiff’s March 9, 2025 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$10,000.00.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means the named Plaintiff in the Action, Iray Renteria.
- 1.38. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Released Class Claims” means the claims released as described in Paragraph 5.2.
- 1.40. “Released PAGA Claims” means the claims released as described in Paragraph 5.3.

- 1.41. “Released Parties” means the Defendant each of its former and/or present directors, officers, shareholders, owners, members, agents, representatives, insurers, attorneys, predecessors, successors, assigns, parents, subsidiaries, related companies, divisions, and affiliates.
- 1.42. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.
- 1.43. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.44. “Workweek” means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant.

2. **RECITALS.**

- 2.0. On March 9, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).
- 2.1. On March 17, 2025, Plaintiff filed class action Complaint, which in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to timely final pay wages at termination; (6) failed to provide accurate itemized wage statements; (7) engaged in unfair business practices; and (8) failed to indemnify necessary business expenses; and (9) civil penalties under PAGA (Cal. Lab. Code § 2699, et seq.).
- 2.2. On June 18, 2025, Defendant filed a Cross-Complaint against Plaintiff for (1) breach of the covenant not to sue; and (2) restitution, pending in San Bernardino Superior Court,

Case No. CIVRS2501691.

2.3. On January 7, 2026, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Jason Marsili, Esq. A settlement in principle was reached the same day.

2.4. Before mediation, Plaintiff obtained through informal discovery, about 90% sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and documents.

3. MONETARY TERMS.

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.0 below, Defendant will pay \$175,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 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 any 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 Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$5,000.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed the foregoing amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court

1 approves of a Class Representative Service Payment that is less than the amount
2 requested, the Administrator will retain the remainder in the Net Settlement
3 Amount. The Administrator will pay the Class Representative Service Payment
4 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
5 paying any applicable taxes on this payment and shall hold Defendant harmless
6 from any claim or liability for taxes, penalties, or interest arising as a result of
7 the payment. Defendant makes no representations as to the tax treatment or
8 legal effect of the payment called for herein, and Plaintiff is not relying on any
9 statement or representation by Defendant or its counsel in this regard.

10 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the
11 Gross Settlement Amount, and a Class Counsel Expenses Payment not to
12 exceed \$25,000.00. Defendant will not oppose Plaintiff's request for Class
13 Counsel Fees and Class Counsel Expenses Payments that do not exceed the
14 foregoing amounts. Plaintiff and/or Class Counsel will file a Motion supporting
15 the Class Counsel Fees and Class Counsel Expenses Payments no later than
16 sixteen (16) court days before the Final Approval Hearing. If the Court
17 approves of Class Counsel Fees and/or Class Counsel Expenses Payments that
18 are less than the amounts requested, the Administrator will allocate the
19 remainder to the Net Settlement Amount. Released Parties shall have no
20 liability to Class Counsel or any other Plaintiff's counsel arising from any claim
21 to any portion of any Class Counsel Fees and/or Class Counsel Expenses
22 Payments. The Administrator will pay the Class Counsel Fees and Class
23 Counsel Expenses Payments using one or more IRS 1099 Forms. Class Counsel
24 assumes full responsibility and liability for taxes owed on the Class Counsel
25 Fees and Class Counsel Expenses Payments. Class Counsel holds Defendant
26 harmless, and indemnifies Defendant, from any dispute or controversy
27 regarding any division or sharing of any of these Payments.

28 3.1.3. To the Administrator: An Administration Expenses Payment of not more than

1 \$4,250.00, except for a showing of good cause and as approved by the Court.
2 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
3 Expenses Payment no later than sixteen (16) court days before the Final
4 Approval Hearing. If the Court approves of an Administration Expenses
5 Payment that is less than the amount requested, or if the Administration
6 Expense Payment is less than the amount allocated under this Agreement, the
7 Administrator will allocate the remainder to the Net Settlement Amount. To the
8 extent the actual Administration Expenses Payment is greater than \$4,250.00,
9 such excess amount will be taken from the Gross Settlement Amount, subject to
10 the Court's approval.

11 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
12 each Individual Class Payment by (a) dividing the Net Settlement
13 Amount by the total number of Workweeks worked by all Participating
14 Class Members during the Class Period and (b) multiplying the result by
15 each Participating Class Member's Workweeks. Non-Participating
16 Class Members will not receive an Individual Class Payment. The
17 Administrator will retain amounts equal to their Individual Class
18 Payments in the Net Settlement Amount for distribution to Participating
19 Class Members on a pro rata basis.

20 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
21 each Participating Class Member's Individual Class Payment will be
22 allocated to the settlement of claims for wages (the "Wage Portion").
23 The Wage Portions are subject to tax withholding and will be reported
24 on an IRS W-2 Form. Eighty percent (80%) of each Participating Class
25 Member's Individual Class Payment will be allocated to the settlement
26 of claims for interest and penalties (the "Non-Wage Portion"). The Non-
27 Wage Portions are not subject to wage withholdings and will be
28 reported on IRS 1099 Forms. Participating Class Members assume full

responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$10,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$6,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$3,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties 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.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount, together with all employer-side payroll taxes owed on the wage portions of the Individual Class Payments, shall be fully funded by transmission of such funds to the Administrator within fourteen (14) days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail

1 checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA
2 Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
3 Representative Service Payment, and Administration Expenses Payment. Disbursement
4 of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class
5 Representative Service Payment shall not precede disbursement of the Individual Class
6 Payments and Individual PAGA Payments.

7 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Participating Class Members
9 and Aggrieved Employees via First Class U.S. Mail with postage prepaid.
10 Before mailing any checks, the Administrator must update the recipient's
11 mailing addresses using the National Change of Address Database. The face of
12 each check shall prominently state the date the check will be voided. Each
13 check will be voided 180 days after the date of mailing ("void date"). The
14 Administrator will cancel all checks not cashed by the void date. The
15 Administrator will send checks for Individual Class Payments to all
16 Participating Class Members, including those for whom a Class Notice was
17 returned undelivered. The Administrator will send checks for Individual PAGA
18 Payments to all Aggrieved Employees, including Non-Participating Class
19 Members who qualify as Aggrieved Employees and those for whom a Class
20 Notice was returned undelivered. The Administrator may send Participating
21 Class Members who are also Aggrieved Employees a single check combining
22 the Individual Class Payment and Individual PAGA Payment.

23 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
24 Administrator must re-mail checks to the USPS forwarding address provided or
25 to an address ascertained through the Class Member Address Search for Class
26 Members whose checks are returned undelivered without a USPS forwarding
27 address. Thereafter, the Administrator need not take further steps to deliver
28 checks to Class Members whose re-mailed checks are returned as undelivered.

1 However, the Administrator shall promptly send a replacement check to any
2 Class Member whose original check was lost or misplaced and who requests the
3 replacement before the void date.

4 4.1.3. For any Class Member whose Individual Class Payment check or Individual
5 PAGA Payment check is uncashed and cancelled after the void date, or for any
6 Class Member whose envelope is returned and no forwarding address can be
7 located for the Class Member after reasonable efforts have been made, the
8 Administrator shall transmit the funds represented by such checks to the
9 California Controller's Unclaimed Property Fund in the name of the Class
10 Member, thereby leaving no "unpaid residue" subject to the requirements of
11 California Code of Civil Procedure ("CCP") section 384(b).

12 4.1.4. The payment of Individual Class Payments and Individual PAGA Payments
13 shall not obligate Defendant to confer any additional benefits or make any
14 additional payments to Class Members, such as 401(k) contributions or
15 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
16 intention that this Agreement will not affect any rights, contributions, or
17 amounts to which any Class Members may be entitled under any benefit plans.

18 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
19 Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
20 Payments, Defendant, Plaintiff, Participating Class Members, and Aggrieved Employees will release
21 claims against all Released Parties as follows:

22 5.0. Plaintiff's Release. Plaintiff and Plaintiff's respective former and present spouse (if
23 applicable), representatives, agents, attorneys, heirs, administrators, successors and assigns
24 (collectively, "Plaintiff Parties"), fully and finally release and discharge the Released
25 Parties and Topmost World, Inc from any and all charges, demands, complaints, claims,
26 transactions, occurrences, causes of action, damages, obligations, losses, costs, expenses,
27 and liabilities (collectively, "Claims") of any kind or nature whatsoever, known or
28 unknown, suspected or unsuspected, which Plaintiff, at any time heretofore, had or

1 claimed to have, or which Plaintiff may have or shall in the future claim to have,
2 including, without limitation: (a) any and all claims related or in any manner incidental to
3 Plaintiff's employment and/or the separation of that employment; (b) all claims that
4 were, or reasonably could have been alleged, based on the facts contained in the
5 Operative Complaint, including the Released Class Claims (as defined below); and (c) all
6 claims that were, or reasonably could have been alleged, based on the facts contained in
7 the Operative Complaint, PAGA Notice, or ascertained during the Action, including the
8 Released PAGA Claims (as defined below) (collectively, "Plaintiff's Release"). Plaintiff
9 understands Plaintiff's Release includes a release of potentially unknown claims and that
10 Plaintiff may have limited knowledge with respect to some of the claims being released.
11 Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may
12 learn information that might have affected Plaintiff's decision to enter into this
13 Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into
14 this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made.
15 Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this
16 Agreement and that Plaintiff has not transferred any interest in any claims to any spouse
17 or to any other third party.

18 5.1. Defendant's Release of Plaintiff (Including Cross-Complaint). Defendant hereby fully and
19 finally releases and discharges the Plaintiff Parties from any and all Claims of every kind
20 or nature whatsoever, whether known or unknown, suspected or unsuspected, asserted or
21 unasserted, that Defendant ever had, now has, or may have against the Plaintiff Parties
22 arising from or relating to Plaintiff's employment with Defendant and/or the separation of
23 that employment, including without limitation any claims that were asserted or could have
24 been asserted in Defendant's Cross-Complaint filed on June 18, 2025, pending in the
25 Action (the "Cross-Complaint"), including without limitation claims for (1) breach of
26 covenant not to sue and (2) restitution. Within fourteen (14) calendar days after the
27 Effective Date, Defendant shall file a request/dismissal of the Cross-Complaint with
28 prejudice, with each side bearing its own attorneys' fees and costs.

5.1.1. The Parties acknowledge that they are aware of and expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which provides: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

5.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present spouse (if applicable), representatives, agents, attorneys, heirs, administrators, successors and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Action or alleged to have occurred during the Class Period (collectively, the “Released Class Claims”). The Released Class Claims includes, without limitation, any and all Claims for alleged failure to pay all wages (including but not limited to minimum, regular, overtime, and/or double time wages), failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, and unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business and Professions Code §§ 17200, et seq., and applicable IWC Wage Orders.

5.2.1. The Released Class Claims exclude claims not permitted to be released by law and are limited to claims arising during the Class Period.

5.3. Release by Aggrieved Employees. Plaintiff, all Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns), and the State of California fully and finally

1 release and discharge the Released Parties from any and all claims for PAGA penalties
2 that were alleged or that reasonably could have been alleged based on the facts alleged in
3 the Action or Plaintiff's PAGA Notice or alleged to have occurred during the PAGA
4 Period (collectively, the "Released PAGA Claims"). The Released PAGA Claims
5 includes, without limitation, any and all Claims for the alleged failure to pay all wages
6 (including but not limited to minimum, regular, overtime, and double time wages),
7 failure to provide meal periods, failure to authorize and permit rest breaks, failure to
8 indemnify necessary business expenses, failure to pay all unpaid wages at termination,
9 failure to provide accurate itemized wage statements, statutory waiting time penalties,
10 failure to maintain accurate time and pay records, and unfair business practices, in
11 violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226,
12 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
13 2802, and 2698, et seq., and applicable IWC Wage Orders.

14 5.3.1. Pursuant to *Arias v. Superior Ct. (Angelo Dairy)*, 46 Cal. 4th 969 (2009), Non-
15 Participating Class Members who exclude themselves from the Settlement but
16 who qualify as Aggrieved Employees shall still receive an individual PAGA
17 payment and release all claims for PAGA penalties during the PAGA Period.

18 5.3.2. The Released PAGA Claims are limited to claims arising during the PAGA
19 Period and do not release any Aggrieved Employees' claims for wages or
20 statutory penalties. In light of the binding nature of a PAGA judgment on non-
21 party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969
22 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246,
23 individuals otherwise meeting the definition of an Aggrieved Employee who are
24 eligible to receive an Individual PAGA Payment shall be deemed to have
25 released the Released PAGA Claims, regardless of whether his or her check for
26 the Individual PAGA Payment is cashed or not, and regardless of whether he or
27 she is a Non-Participating Class Member.
28

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

4 6.0 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
5 documents necessary for obtaining a Preliminary Approval, including: (i) a draft of the
6 notice and memorandum in support of the Motion for Preliminary Approval that
7 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of
8 the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft
9 proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed
10 declaration from the Administrator attaching its “not to exceed” bid for administering
11 the Settlement and attesting to: its willingness to serve; competency; operative
12 procedures for protecting the security of Class Data; amounts of insurance coverage for
13 any data breach, defalcation of funds, or other misfeasance; all facts relevant to any
14 actual or potential conflicts of interest with Class Members; and the nature and extent
15 of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a
16 signed declaration from Plaintiff confirming willingness and competency to serve and
17 disclosing all facts relevant to any actual or potential conflicts of interest with Class
18 Members, and/or the Administrator; (vi) a signed declaration from Class Counsel
19 attesting to: its competency to represent the Class Members; and its timely transmission
20 to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3,
21 subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement
22 (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all
23 modifications made to the Los Angeles Superior Court’s Model Agreement; and (viii)
24 all facts relevant to any actual or potential conflict of interest with Class Members
25 and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver
26 whether they are aware of any other pending matter or action asserting claims that will
27 be extinguished or adversely affected by the Settlement.
28

6.1 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 16 court days prior to the hearing date for the Motion for Preliminary Approval (currently set for August 12, 2026), and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.1. Class Data. No later than twenty-one (21) 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 must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data

1 to effect and perform under the Settlement. Defendant has a continuing duty to
2 immediately notify Class Counsel if it discovers that the Class Data omitted Class
3 Member identifying information and to provide corrected or updated Class Data as soon
4 as reasonably feasible. Without any extension of the deadline by which Defendant must
5 send the Class Data to the Administrator, the Parties and their counsel will expeditiously
6 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
7 missing or omitted Class Data.

8 7.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
9 Class Data, the Administrator shall notify Class Counsel that the list has been received
10 and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
11 Pay Periods in the Class Data.

12 7.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the
13 Class Data from Defendant, the Administrator will send all Class Members identified in
14 the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
15 Notice in English and Spanish, substantially in the form attached to this Agreement as
16 **Exhibit A.** The first page of the Class Notice shall prominently estimate the dollar
17 amounts of any Individual Class Payment and/or Individual PAGA Payment (if
18 applicable) payable to the Class Member and/or Aggrieved Employee, and the number of
19 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
20 Before mailing the Class Notices, the Administrator shall update Class Member
21 addresses using the National Change of Address database.

22 7.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any
23 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
24 Class Notice using any forwarding address provided by USPS. If USPS does not provide
25 a forwarding address, the Administrator shall conduct a Class Member Address Search
26 and re-mail the Class Notice to the most current address obtained. The Administrator has
27 no obligation to make further attempts to locate or send the Class Notice to Class
28 Members whose Class Notice is returned by USPS a second time.

1 7.4.1. The deadlines for Class Members' written objections, challenges to Workweeks
2 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
3 additional fourteen (14) calendar days beyond the forty-five (45) calendar days
4 otherwise provided in the Class Notice for all Class Members whose notice is re-
5 mailed. The Administrator will inform the Class Member of the extended
6 deadline with the re-mailed Class Notice.

7 7.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted
8 by or otherwise discovers any persons who believe they should have been
9 included in the Class Data and should have received Class Notice, the Parties will
10 expeditiously meet and confer in person or by telephone, and in good faith, to
11 agree on whether to include them as Class Members. If the Parties agree, such
12 person(s) will be Class Members entitled to the same rights as other Class
13 Members, and the Administrator will send, via email or overnight delivery, a
14 Class Notice requiring them to exercise options under this Agreement no later
15 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
16 in the Class Notice, whichever is later.

17 7.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
18 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
19 No later than five (5) days after the expiration of the deadline for submitting Requests for
20 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
21 containing the names and other identifying information of Class Members who have
22 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
23 ("Exclusion List"); and (b) copies of all Requests for Exclusion submitted, regardless of
24 whether the requests are valid and timely.

25 7.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
26 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
27 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
28 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay

Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

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

7.8. 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.

7.9. 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.

7.10. 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.

7.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval 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.

7.12. Class Members' Options.

7.12.1. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves from (opt-out of) the Class Settlement shall have until the Response Deadline to mail a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's 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; 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. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for

1 Exclusion valid. The Class Member will have until the later of (a) the
2 Response Deadline or (b) fourteen (14) calendar days from the date of the cure
3 letter, whichever date is later, to postmark the revised Request for Exclusion.
4 The Administrator, Class Counsel, and Defense Counsel may attempt to
5 resolve any Class Member disputes on the validity or timeliness of a Request
6 for Exclusion. However, the Administrator has the final authority to make
7 decisions consistent with the terms of this Agreement on the validity or
8 timeliness of a Request for Exclusion. The Administrator's decision shall be
9 final and not appealable or otherwise susceptible to challenge.

10 7.12.1.1. Every Class Member who does not submit a timely and valid
11 Request for Exclusion is deemed to be a Participating Class Member
12 under this Agreement, entitled to all benefits, and bound by all terms and
13 conditions of the Settlement, including but not limited to, the
14 Participating Class Members' Release under Paragraph 5.2 of this
15 Agreement, regardless of whether the Participating Class Member
16 actually receives the Class Notice or objects to the Settlement.

17 7.12.1.2. Every Class Member who submits a valid and timely Request for
18 Exclusion is a Non-Participating Class Member and shall not receive an
19 Individual Class Payment or have the right to object to the class action
20 components of the Settlement. Because future PAGA claims are subject to
21 claim preclusion upon entry of the Judgment, Non-Participating Class
22 Members who are Aggrieved Employees are deemed to release the claims
23 identified in Paragraph 5.3 of this Agreement and are eligible for an
24 Individual PAGA Payment.

1 7.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have until
2 the Response Deadline to challenge, in writing, the number of Workweeks and/or
3 PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee
4 in the Class Notice. A Class Member and/or Aggrieved Employee may challenge
5 the allocation by sending a written challenge to the calculation of Workweeks
6 and/or PAGA Pay Periods to the Administrator via mail. The Challenge to
7 Calculation of Workweeks and/or PAGA Pay Periods must be timely. To be
8 timely, the challenge to the calculation of Workweeks and/or PAGA Pay Periods
9 must be postmarked no later than the Response Deadline. The postmark date will
10 be the exclusive means of determining whether a challenge to the calculation of
11 Workweeks and/or PAGA Pay Periods has been timely submitted. The
12 Administrator must encourage the challenging Class Member to submit
13 supporting documentation. In the absence of any contrary documentation, the
14 Administrator is entitled to presume that the Workweeks and/or PAGA Pay
15 Periods contained in the Class Notice are correct so long as they are consistent
16 with the Class Data. The Administrator shall promptly provide copies of all
17 challenges to the calculation of Workweeks and/or Pay Periods to Defense
18 Counsel and Class Counsel. The Administrator, Class Counsel, and Defense
19 Counsel may attempt to resolve all Class Member challenges over the calculation
20 of Workweeks and/or Pay Periods. However, the Administrator has the final
21 authority to make decisions consistent with the terms of this Agreement on all
22 challenges to calculation of Workweeks and/or Pay Periods. The Administrator's
23 decision shall be final and not appealable or otherwise susceptible to challenge.

24 7.12.3. Objections to Settlement. Each Participating Class Members shall have until
25 the Response Deadline to object, in writing, to the class action components of
26 the Settlement and/or this Agreement, including contesting the fairness of the
27 Settlement and/or amounts requested for the Class Counsel Fees Payment,
28 Class Counsel Expenses Payment and/or Class Representative Service

1 Payment. Only Participating Class Members may send written Objections to
2 the Administrator. Non-Participating Class Members have no right to object to
3 any of the class action components of the Settlement. A Participating Class
4 Member may object to the Settlement by (1) appearing at the Final Approval
5 Hearing and verbally objecting to the Settlement or any term thereof; and/or
6 (2) sending a written Objection to the Administrator by the Response
7 Deadline. The written Objection must be valid and timely. To be valid, the
8 written Objection must (1) include the Class Member's full name, address,
9 telephone number, and signature, the contact information for any attorney
10 representing the objecting Class Member, if any, and the factual and legal
11 bases for the Objection, including any supporting papers, briefs, written
12 evidence, declarations, and/or other evidence; (2) state the case name and
13 number of the Action; and (3) be mailed to the specified physical address of
14 the Administrator. To be timely, the written Objection must be postmarked no
15 later than the Response Deadline. The postmark date will be the exclusive
16 means of determining whether a written Objection has been timely submitted.
17 The Administrator, Class Counsel, and Defense Counsel may attempt to
18 resolve any Class Member disputes on the validity or timeliness of a written
19 Objection. However, the Court has the authority to make final decisions
20 consistent with the terms of this Agreement on the validity or timeliness of a
21 written Objection. The Court's decision shall be final and not appealable or
22 otherwise susceptible to challenge.

23 **8. ESCALATOR CLAUSE.**

24 8.0. Defendant estimates that there are approximately 3,396 workweeks during the period
25 from March 17, 2021, through January 7, 2026. Should the number of workweeks
26 being released during the Class Period increase by more than 10% greater than this
27 figure, Defendant shall, at Defendant's election, either increase the Gross Settlement
28 Amount by the percentage increase above 10% (e.g. if the number of workweeks

increases by 11%, the Gross Settlement Amount will increase by 1%) or end the Class Period on the date on which the number of workweeks being released does not exceed 3,735 workweeks.

9. DEFENDANT'S RIGHT TO WITHDRAW.

9.0. 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.

10. FINAL APPROVAL.

- 10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as

1 reasonably necessary to obtain Final Approval (as long as the Gross Settlement Amount
2 and the scope of Plaintiff's Release remain unchanged). The Court's decision to award
3 less than the amounts requested for the Class Counsel Fees Payment, Class Counsel
4 Expenses Payment, Class Representative Service Payment, and/or Administration
5 Expenses Payment shall not constitute a material modification to the Agreement within
6 the meaning of this Paragraph.

7 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
8 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
9 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing
10 settlement administration matters, and (iii) addressing such post-Judgment matters as are
11 permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule
12 3.769(h).

13 10.4. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees and Class
15 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
16 counsel, and all Participating Class Members waive all rights to appeal from the
17 Judgment, including all rights to post-judgment and appellate proceedings, the right to
18 file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
19 The waiver of appeal does not include any waiver of the right to oppose such motions,
20 writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
21 under this Agreement will be suspended until the appeal is finally resolved and the
22 Judgment becomes final, except as to matters that do not affect the amount of the Net
23 Settlement Amount.

24 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Final Judgment in a manner that
26 requires a material modification of this Agreement (including, but not limited to, the
27 scope of release to be granted by Class Members), the Parties shall expeditiously work
28 together in good faith to address the appellate court's concerns and to obtain Final

1 Approval and entry of Final Judgment, sharing, on a 50-50 basis, any additional
2 administration expenses reasonably incurred after remittitur. An appellate decision to
3 vacate, reverse, or modify the Court's award of the Class Representative Service
4 Payment or any payments to Class Counsel shall not constitute a material modification of
5 the Final Judgment within the meaning of this Paragraph, as long as the Gross Settlement
6 Amount remains unchanged.

7 10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any
8 material term or condition of the Settlement Agreement despite the Parties' good faith
9 efforts to address the Court's concerns by revising the Agreement as reasonably necessary
10 pursuant to Paragraphs 10.2 and 12.10, then this Agreement will be voidable and
11 unenforceable and the costs of administration shall be split equally between the Plaintiff,
12 on one side, and Defendant, on the other.

13 **11. AMENDED JUDGMENT.**

14 11.0. If any amended judgment is required under CCP section 384, the Parties will work
15 together in good faith to jointly submit a proposed amended judgment.

16 **12. ADDITIONAL PROVISIONS.**

17 12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of
18 the Parties' settlement terms.

19 12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
20 that has arisen between them and to avoid the burden, expense, and risk of continued
21 litigation. In entering into this Agreement, Defendant does not admit, and specifically
22 denies that it has: violated any federal, state, or local law; violated any regulations or
23 guidelines promulgated pursuant to any statute or any other applicable laws, regulations,
24 or legal requirements; breached any contract; violated or breached any duty; engaged in
25 any misrepresentation or deception; or engaged in any other unlawful conduct
26 concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor
27 any of the negotiations connected with it, shall be construed as an admission or
28 concession by Defendant of any such violations or failures to comply with any applicable

1 law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
2 Agreement and its terms and provisions shall not be offered or received as evidence in
3 any action or proceeding to establish any liability or admission on the part of Defendant
4 or to establish the existence of any condition constituting a violation of, or a non-
5 compliance with, federal, state, local or other applicable law. The Parties agree that class
6 certification and representative treatment is for purposes of this Settlement only. If for
7 any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter
8 Final Judgment, Defendant reserves the right to contest certification of any class for any
9 reason, Defendant reserves all available defenses to the claims in the Action, and
10 Plaintiff reserves the right to move for class certification on any grounds available and to
11 contest Defendant's defenses, and the Parties agree that this Agreement is void, but
12 remains protected by California Evidence Code section 1152. The Settlement, this
13 Agreement and Parties' willingness to settle the Action will have no bearing on, and will
14 not be admissible in connection with, any litigation (except for proceedings to enforce or
15 effectuate the Settlement and this Agreement).

16 12.2. Class Certification or Representative Manageability for Other Purposes. The Parties
17 agree to stipulate to class certification only for purposes of the Settlement. If, for any
18 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
19 any reason the Court does not grant Preliminary Approval, Final Approval, or enter
20 Judgment, Defendant reserves the right to contest certification of any class for any
21 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiffs
22 reserve the right to move for class certification on any grounds available, and Plaintiffs
23 reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and
24 the Parties' willingness to settle the Action will have no bearing on, and will not be
25 admissible in connection with any litigation, except for proceedings to enforce or
26 effectuate the Settlement and this Agreement.

27 12.3. No Press Releases/Advertisements. Neither Plaintiff nor Class Counsel shall issue any
28 press release or announcement of any kind related in any way to the Settlement. Plaintiff

1 and Class Counsel agree to limit their statements regarding the terms of the Settlement,
2 whether oral, written, or electronic (including the World Wide Web), to say the Action
3 has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement
4 terms. Nothing in this Section is intended to interfere with Class Counsel's duties and
5 obligations to faithfully discharge their duties as Class Counsel, including but not limited
6 to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as
7 required under counsel's duties and responsibilities as Class Counsel. This Settlement
8 shall not be advertised or mentioned on any source, including but not limited to, Class
9 Counsel's personal or firm website.

10 12.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
12 this Agreement after arm's-length negotiations and in the context of adversarial
13 litigation, taking into account all relevant factors, present and potential. The Parties
14 further acknowledge that they are each represented by competent counsel and that they
15 have had an opportunity to consult with their counsel regarding the fairness and
16 reasonableness of this Settlement.

17 12.5. No Solicitation. The Parties separately agree that they and their respective counsel and
18 employees will not solicit any Class Member to opt out of or object to the Settlement, or
19 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
20 Counsel's ability to communicate with Class Members in accordance with Class
21 Counsel's ethical obligations owed to Class Members.

22 12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
23 together with its attached Exhibit, shall constitute the entire agreement between the
24 Parties relating to the Settlement, superseding any and all oral representations,
25 warranties, covenants, or inducements made to or by any Party.

26 12.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
27 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
28 appropriate action required or permitted to be taken by such Parties pursuant to this

1 Agreement to effectuate its terms, and to execute any other documents reasonably
2 required to effectuate the terms of this Agreement including any amendments to this
3 Agreement.

4 12.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
5 the Court will first attempt to construe the provision as valid to the fullest extent possible
6 consistent with applicable precedents to define all provisions of this Agreement as valid
7 and enforceable.

8 12.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
9 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant,
11 right, or remedy.

12 12.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in
13 good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence, and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the
16 form or content of any document necessary to implement the Settlement, or on any
17 modification of the Agreement that may become necessary to implement the Settlement,
18 the Parties will seek the assistance of a mediator and/or the Court for resolution.

19 12.11. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
21 or encumber to any person or entity and portion of any liability, claim, demand, action,
22 cause of action, or right released and discharged by the Party in this Settlement.

23 12.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
25 be relied upon as such within the meaning of United States Treasury Department
26 Circular 230 (31 CFR Part 10, as amended) or otherwise.

27 12.13. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed by all Parties

or their representatives, and approved by the Court.

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

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

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

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

12.18. 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) 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 destructions, of Class Data.

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

12.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on

a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Kane Moon
Allen Feghali
Mariam Ghazaryan
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Rodney W. Bell
Audrey L. Khoo
CHANG & COTÉ, LLP
17700 Castleton Street, Suite 238
City of Industry, CA 91748
rbell@changcote.com; akhoo@changcote.com

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

12.23. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions

1 that otherwise might apply under federal or state law. Plaintiff, and not their
2 representative(s), must personally execute this Agreement. An authorized officer of
3 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
4 become binding and enforceable pursuant to CCP section 664.6.

5 12.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
6 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
7 further agree that upon the signing of this Agreement that pursuant to CCP section
8 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
9 entire period of this settlement process.

10 *Signatures on the following page.*
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Plaintiff & Class Representative:

Dated: 3/3/2026

Signed by:

BCF51FEAA7C7475...
By: _____
Plaintiff, Iray Renteria

Defendant:

Dated: _____, 2026

CRYSTAL PLUS, INC. _____

By: _____
Print Name

Signature

Title

ACCEPTED AS TO FORM:

Dated: March 03, 2026

MOON LAW GROUP, P.C.

By: 
Kane Moon

Attorneys for Plaintiff

Dated: _____, 2026

CHANG & COTÉ, LLP

By: _____
Rodney W. Bell
Audrey L. Khoo

Attorneys for Defendant

1 **Plaintiff & Class Representative:**

2
3 Dated: , 2026

By: _____
Plaintiff, Iray Renteria

6
7 **Defendant:**

8 Dated: March 03 , 2026

CRYSTAL PLUS, INC.

9
10 By: _____ Diana Shih
Print Name

11 

12 _____
Signature

13
14 _____
CFO

Title

15
16 **ACCEPTED AS TO FORM:**

17
18 Dated: , 2026

MOON LAW GROUP, P.C.

19
20 By: _____
Kane Moon

21 Attorneys for Plaintiff

22
23
24 Dated: March 3 , 2026

CHANG & COTÉ, LLP

25 By: _____ /s/ Audrey L. Khoo

26 Rodney W. Bell
Audrey L. Khoo

27 Attorneys for Defendant

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION 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 *Iray Renteria v. Crystal Plus, Inc., et al.*, Superior Court of California, County of San Bernardino, Case Number CIVRS2501691 (“Action”), Plaintiff Iray Renteria (“Plaintiff”) alleges Defendants Crystal Plus, 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, 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, Plaintiff 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 Plaintiff 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. Based on Defendant’s records, and the parties’ current assumptions, your individual class payment is estimated to be \$ _____ (less withholding) and your individual PAGA payment is estimated to be \$ _____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Defendant’s records you are not eligible for an individual PAGA payment under the settlement because you didn’t work during the PAGA Period.) The above estimates are based on Defendant’s records showing that you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period.

“Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed from March 17, 2021 through **January 7, 2026**. (“Class Period”).

“Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in California employed from March 9, 2024, through **January 7, 2026**. (“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 Class Settlement, but not the PAGA 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.
Participating Class Members Can Object to the Settlement, but not the PAGA 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, if applicable, (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.

The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section 3 of this Notice.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges 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.

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 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 Plaintiff. 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

Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment

ending the Action, Plaintiff and Defendant have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims.

Gross Settlement Amount: 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 \$175,000.00 to settle the Action.

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

- An Administrator Expenses Payment not to exceed \$4,250.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$5,000.00 to Class Representative for her services in support of the Action and General Release;
- PAGA Penalties in the amount of \$10,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$25,000.00 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.

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

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount."

Individual Class Payment: The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one shift 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 [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of 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 \$10,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$6,500.00) will be paid to California's LWDA ("LWDA PAGA Payment"), and 35% (i.e., \$3,500.00) ("Individual PAGA Payment") will be paid on a *pro rata* basis to Aggrieved Employees and calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day 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 [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Challenge to Workweeks or Pay Periods: 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 written 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., *Iray Renteria v. Crystal Plus, Inc., et al., Superior Court of California, County of San Bernardino*, Case Number CIVRS2501691); (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:

Phoenix Class Action Administration Solutions

[contact info]

Taxes Owed on Payments to Class Members: 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 percent (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. Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. This Notice is not tax advice, and you should consult your tax advisor.

Need to Promptly Cash Payment Checks: 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 Controller’s Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money. **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?

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 (i.e., Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

“Released Parties” means the Defendant each of its former and/or present directors, officers, shareholders, owners, members, agents, representatives, insurers, attorneys, predecessors, successors, assigns, parents, subsidiaries, related companies, divisions, and affiliates.

Release by Participating Class Members: All Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Action or alleged to have occurred during the Class Period (collectively, the “Released Class Claims”). The Released Class Claims includes, without limitation, any and all Claims for alleged failure to pay all wages (including but not limited to minimum, regular, overtime, and/or double time wages), failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, and unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business and Professions Code §§ 17200, et seq., and applicable IWC Wage Orders.

The Released Class Claims exclude claims not permitted to be released by law and are limited to claims arising during the Class Period.

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, Plaintiff and the LWDA 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. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

PAGA Released Claims: Plaintiff, all Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns), and the State of California fully and finally release and discharge the Released Parties from any and all claims for PAGA penalties that were alleged or that reasonably could have been alleged based on the facts alleged in the Action or Plaintiff’s PAGA Notice or alleged to have occurred during the PAGA Period (collectively, the “Released PAGA Claims”). The Released PAGA Claims includes, without limitation, any and all Claims for the alleged failure to pay all wages (including but not limited to minimum, regular, overtime, and double time wages), failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, and unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, et seq., and applicable IWC Wage Orders.

Pursuant to *Arias v. Superior Ct. (Angelo Dairy)*, 46 Cal. 4th 969 (2009), Settlement Class Members who exclude themselves from the class Settlement, but qualify as Aggrieved Employees, shall still receive an individual PAGA payment and release all claims for PAGA penalties during the PAGA Period.

The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees’ claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane*

Foodservice, Inc. (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

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, 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 at the address listed 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., *Iray Renteria v. Crystal Plus, Inc., et al.*, Superior Court of California, County of San Bernardino, Case Number CIVRS2501691); and (3) be mailed to the specified physical address of the Administrator at the address listed in Section 3 of this Notice. 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. A Request for Exclusion form is attached to this Notice. 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) send a written Objection to the Administrator at the address listed 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., *Iray Renteria v. Crystal Plus, Inc., et al.*, Superior Court of California, County of San Bernardino, Case Number CIVRS2501691); 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 submit both an Objection and a Request for Exclusion. 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 R12, located at 8303 Haven Avenue, Rancho Cucamonga, CA 91730. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating 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.

It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
E-mail: mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Defendant:

Rodney W. Bell (SBN 125314)
rbell@changcote.com
Audrey L. Khoo (SBN 254007)
akhoo@changcote.com
CHANG & COTÉ, LLP
17700 Castleton St., Suite 238
City of Industry, CA 91748
Telephone: (626) 854-2112
Facsimile: (626) 854-2120

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff 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 see the Settlement available at www._____.com, or 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.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Iray Renteria v. Crystal Plus, Inc., et al.*, Superior Court of California, County of San Bernardino, Case Number CIVRS2501691.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

Phoenix Class Action Administration Solutions
[contact info]