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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOHNNY GARCIA and SERGIO SANCHEZ,
individuals, on behalf of themselves and on
behalf of all persons similarly situated;

Plaintiffs,

v.

STALEY TECHNOLOGIES LITTLE ROCK,
LLC, an Arkansas Limited Liability Company,
STALEY, INC. dba STALEY
TECHNOLOGIES, an Arkansas Corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No. CVRI2204614

[Action Filed 10/24/2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiffs SERGIO SANCHE and JOHNNY GARCIA (hereinafter
3 “SANCHEZ” “GARCIA” and collectively referred to as “Plaintiffs”), individuals, on behalf of the
4 Settlement Class, and in their representative capacity on behalf of the State of California and the
5 Aggrieved Employees, and defendants STALEY, Inc. an Arkansas Corporation and STALEY
6 TECHNOLOGIES LITTLE ROCK, LLC, an Arkansas Limited Liability Company (hereinafter
7 “Defendants”):

8 **I. DEFINITIONS**

- 9 A. “Action” shall mean the putative class action lawsuit designated *Sanchez et al v.*
10 *Staley, Inc., et al*, Riverside County Superior Court, Case No. CVRI2204614, filed
11 October 24, 2022.
- 12 B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously
13 were employed by Defendant and performed work in California during the PAGA
14 Period.
- 15 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
16 Class Action and Release of Claims.
- 17 D. “Class Counsel” shall mean Nicole Barvie, Esq. of Barvie Law, APC, Jean-Claude
18 Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay of Zakay Law Group,
19 APLC.
- 20 E. “Class Counsel Award” means the award of fees and expenses that the Court
21 authorizes to be paid to Class Counsel for the services they have rendered to the
22 Plaintiffs and the Class in the Action, consisting of attorneys’ fees currently not to
23 exceed one-third of the Gross Settlement Amount currently estimated to be \$141,665
24 out of \$425,000 plus costs and expenses not to exceed \$20,000.00. Class Counsel
25 will provide actual costs incurred at time of final approval. Class Counsel’s award
26 for attorneys’ fees will be divided as follows between Class Counsel (75% to Barvie
27 Law, APC, 12.5% to JCL Law Firm, APC and 12.5% to Zakay Law Group, APLC).

- 1 F. "Class Data" means information regarding Class Members that Defendant will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment.
- 6 G. "Class Members" or the "Class" means all non-exempt employees who are or
7 previously were employed by Defendants and performed work in California during
8 the Class Period.
- 9 H. "Class Period" means the period between October 24, 2018 to August 10, 2023.
- 10 I. "Class Representative Service Award" means the amount that the Court authorizes to
11 be paid to each Class Representative, in addition to their Individual Settlement
12 Payment and their pro-rata share of the PAGA Settlement, in recognition of their
13 efforts and risks in assisting with the prosecution of the Action and in exchange for
14 executing a General Release of Defendant.
- 15 J. "Class Representatives" shall mean plaintiffs SERGIO SANCHEZ and JOHNNY
16 GARCIA.
- 17 K. "Court" means the Superior Court for the State of California, County of Riverside
18 currently presiding over the Action.
- 19 L. "Defendant" shall mean STALEY, Inc. an Arkansas Corporation and STALEY
20 TECHNOLOGIES LITTLE ROCK, LLC, an Arkansas Limited Liability Company.
- 21 M. "Effective Date" means the earliest date, following entry by the Court of an order
22 and judgment finally approving this Settlement, upon which one of the following have
23 occurred: (i) if no objection is filed to the settlement and no objector appears at the
24 hearing on final approval, the date of the Court's entry of the order granting final
25 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
26 hearing on final approval, then the earlier of the following: (a) the expiration of all
27 potential appeal periods without a filing of a notice of appeal of the final approval
28

order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

N. “Funding Date” shall mean sixty-five (65) calendar days after Final Approval is the date Defendants transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement.

O. “Gross Settlement Amount” means Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement and the Settlement Administration Costs and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

P. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Settlement, and Settlement Administration Costs.

R. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

S. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

T. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the pay periods for all Aggrieved Employees during the PAGA Period.

- 1 U. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of pay periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 V. "PAGA Period" means the period between August 9, 2021 until August 10, 2023 (the
6 "PAGA Period").
- 7 W. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
8 from the Gross Settlement Amount.
- 9 X. "Parties" means Plaintiffs and Defendants, collectively, and "Parties" and/or
10 "Par ty" shall mean either Plaintiffs or Defendants, individually.
- 11 Y. "Class Payment Ratio" means the respective Workweeks for each Class Member
12 divided by the sum total Workweeks for all Class Members.
- 13 Z. "Plaintiffs" shall mean Sergio Sanchez and Johnny Garcia.
- 14 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
15 by the Settlement Administrator to fund the Gross Settlement Amount.
- 16 BB. "Released Class Claims" means upon entry final judgment and funding of the Gross
17 Settlement Amount, all Class Members who do not opt out of the settlement shall
18 release any and all class claims which are alleged in the operative complaint, or could
19 have been alleged based upon the facts in the operative complaint, which occurred
20 during the Class Period, and expressly excluding all other claims, including claims
21 for vested benefits, wrongful termination, unemployment insurance, disability, social
22 security, workers' compensation, and class claims outside of the Class Period.
- 23 CC. "Released PAGA Claims" means upon entry final judgment and funding of the Gross
24 Settlement Amount, all Class Members employed during the PAGA Period shall
25 release any and all PAGA Claims alleged in the operative complaint and Plaintiffs'
26 PAGA notices to the LWDA which occurred during the PAGA Period, and expressly
27 excluding all other claims, including claims for vested benefits, wrongful termination,
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unemployment insurance, disability, social security, workers' compensation, and
PAGA claims outside of the PAGA Period. As a result of this release, PAGA Class
Members shall be precluded from bringing any claims for the Released PAGA
Claims.

DD. "Released Party" shall mean Defendants.

EE. "Response Deadline" means the date forty-five (45) days after the Settlement
Administrator mails Notice Packets to Class Members and the last date on which
Class Members may submit requests for exclusion or objections to the Settlement.

FF. "Settlement" means the disposition of the Action pursuant to this Agreement.

GG. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
Administrator establishes, designates and maintains, as a QSF under Internal Revenue
Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
of the Gross Settlement Amount is deposited for the purpose of resolving the claims
of Settlement Class Members. The Settlement Administrator shall maintain the funds
until distribution in an account(s) segregated from the assets of Defendant and any
person related to Defendant. *All accrued interest shall be paid and distributed to the
Settlement Class Members as part of their respective Individual Settlement
Payment.*

HH. "Settlement Class Members" or "Settlement Class" means all Class Members who
have not submitted a timely and valid request for exclusion as provided in this
Agreement.

II. "Workweeks", for purposes of calculating the distribution of the Net Settlement
Amount, means the number of weeks of employment during the Class Period that
each Class Member was employed by Defendants in California, excluding weeks
during which the Class Member did not perform any work for Defendants.

1 **II. RECITALS**

2 A. On August 9, 2022, Plaintiffs filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendants.

4 B. On October 24, 2022, Plaintiffs filed the Class Action lawsuit for:

5 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

6 2. Failure to pay minimum wages in violation of California Labor Code sections
7 1194, 1197 and 1197.1;

8 3. Failure to pay overtime wages in violation of California Labor Code sections
9 510 *et seq*;

10 4. Failure to provide required meal periods in violation of California Labor Code
11 sections 226.7 and 512 and the applicable IWC wage order;

12 5. Failure to provide required rest periods in violation of California Labor Code
13 sections 226.7 and 512 and the applicable IWC wage order;

14 6. Failure to reimburse Plaintiff for required expenses in violation of California
15 Labor Code section 2802;

16 7. Failure to provide wages when due in violation of California Labor Code
17 sections 201, 202 and 203;

18 8. Failure to provide accurate itemized wage statements in violation of California
19 Labor Code section 226; and

20
21 9. Violation of the Private Attorneys General Act [Labor Code sections 2698 *et*
22 *seq*].

23 C. The Class Representatives believe they have meritorious claims based on alleged
24 violations of the California Labor Code, and the Industrial Welfare Commission
25 Orders, and that class certification is appropriate because the prerequisites for class
26 certification can be satisfied in the Action, and this action is manageable as a PAGA
27 representative action.
28

1 D. Defendants deny any liability or wrongdoing of any kind associated with the claims
2 alleged in the Action, disputes any wages, damages and penalties claimed by the
3 Class Representatives are owed, and further contends that, for any purpose other
4 than settlement, the Action is not appropriate for class or representative action
5 treatment. Defendants contend, among other things, that at all times they complied
6 with the California Labor Code and the Industrial Welfare Commission Orders.

7 E. The Class Representatives are represented by Class Counsel. Class Counsel
8 conducted an investigation into the facts relevant to the Action, including
9 conducting an independent investigation as to the allegations, reviewing documents
10 and information exchanged through informal discovery, and reviewing documents
11 and information provided by Defendants pursuant to informal requests for
12 information to prepare for mediation. Defendants produced for the purpose of
13 settlement negotiations certain employment data concerning the Settlement Class,
14 which Class Counsel reviewed and analyzed. Based on their own independent
15 investigation and evaluation, Class Counsel are of the opinion that the Settlement
16 with Defendants is fair, reasonable and adequate, and is in the best interest of the
17 Settlement Class in light of all known facts and circumstances, including the risks of
18 significant delay, defenses asserted by Defendants, uncertainties regarding class
19 certification, and numerous potential appellate issues. Although they deny any
20 liability, Defendants are agreeing to this Settlement solely to avoid the
21 inconveniences and cost of further litigation. The Parties and their counsel have
22 agreed to settle the claims on the terms set forth in this Agreement.

23 F. On June 6, 2023, the Parties participated in mediation presided over by Gig
24 Kyriacou, Esq., an experienced mediator of wage and hour class actions. The
25 mediation concluded in settlement after both sides agreed to a Mediator's proposal
26 which was subsequently memorialized in the form of a Memorandum of
27 Understanding ("MOU").
28

- 1 G. This Agreement replaces and supersedes the MOU and any other agreements,
2 understandings, or representations between the Parties. This Agreement represents
3 a compromise and settlement of highly disputed claims. Nothing in this Agreement
4 is intended or will be construed as an admission by Defendants that the claims in the
5 Action of Plaintiffs or the Class Members have merit or that Defendants bear any
6 liability to Plaintiff or the Class on those claims or any other claims, or as an
7 admission by Plaintiff that Defendant's defenses in the Action have merit.
- 8 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
9 Settlement was arrived at through arm's-length negotiations, taking into account all
10 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
11 attendant to continuing the Action through trial and any appeal. Accordingly, the
12 Parties desire to fully, finally, and forever settle, compromise and discharge all
13 disputes and claims arising from or relating to the Action.
- 14 I. The Parties agree to certification of the Class for purposes of this Settlement only.
15 If for any reason the settlement does not become effective, Defendant reserves the
16 right to contest certification of any class for any reason and reserves all available
17 defenses to the claims in the Action.

18 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

19 **III. TERMS OF AGREEMENT**

20 A. Settlement Consideration and Settlement Payments by Defendants.

- 21 1. Settlement Consideration. In full and complete settlement of the Action, and
22 in exchange for the releases set forth below, Defendant and the Released
23 Parties will pay the sum of the Individual Settlement Payment, the Class
24 Representative Service Awards, the Class Counsel Award, PAGA Settlement,
25 and the Settlement Administration Costs, as specified in this Agreement, equal
26 to the Gross Settlement Amount of Four Hundred Twenty-Five Thousand
27 Dollars (\$425,000.00). The Parties agree that this is a non-reversionary
28

Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided for in Section III(A)(2) below, if any, Defendants shall not be required to pay more than the Gross Settlement Amount, except as provided for hereinbelow.

2. Class Size. At the time of mediation, Defendant estimated that the Settlement Class was comprised of 80 individuals who collectively worked approximately 4,200 Workweeks ("Projected Workweeks") during the Class Period. In regard hereto, Defendants will provide a declaration under penalty of perjury before the deadline for filing the motion for preliminary approval of the settlement, confirming the number of applicable Class Members and workweeks they worked during the applicable Class Period. If the workweek number increases by more than 10% of the estimate stated herein, the Settlement Amount will increase proportionally for the number of workweeks over 110% (over 4,620).
 3. Settlement Payment. Defendants and the Released Parties, and each of them, are jointly and severally liable for payment of the Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount to the Settlement Administrator on the Funding Date.
 4. Defendants' Share of Payroll Taxes. Defendants share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount.
- B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.
- C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of

1 California release the Released Parties from the PAGA Released Claims for the PAGA
2 Period. As a result of this release, the Aggrieved Employees shall be precluded from
3 bringing claims against Released Parties for the PAGA Release Claims.

4 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
5 in this Agreement, Plaintiffs waive, release, acquit and forever discharge the
6 Released Parties from any and all claims, whether known or unknown, which exist or
7 may exist on their behalf as of the date of this Agreement, including but not limited
8 to any and all tort claims, contract claims, wage claims, wrongful termination claims,
9 disability claims, benefit claims, public policy claims, retaliation claims, statutory
10 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
11 defamation claims, fraud claims, quantum meruit claims, and any and all claims
12 arising under any federal, state or other governmental statute, law, regulation or
13 ordinance, including, but not limited to claims for violation of the Fair Labor
14 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
15 Welfare Commission, other state wage and hour laws, the Americans with
16 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
17 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
18 California Fair Employment and Housing Act, the California Family Rights Act, the
19 Family Medical Leave Act, California's Whistleblower Protection Act, California
20 Business & Professions Code Section 17200 et seq., and any and all claims arising
21 under any federal, state or other governmental statute, law, regulation or ordinance.
22 Plaintiff also waives and relinquishes any and all claims, rights or benefits that they
23 may have under California Civil Code § 1542, which provides as follows:

24
25 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
26 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
27 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***

1 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
2 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
3 ***DEBTOR OR RELEASED PARTY.***
4

5 Thus, notwithstanding the provisions of section 1542, and to implement a full and
6 complete release and discharge of the Released Parties, Plaintiffs expressly
7 acknowledge this Settlement Agreement is intended to include in its effect, without
8 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at
9 the time of signing this Settlement Agreement, and that this Settlement Agreement
10 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs
11 have read this Settlement Agreement, including this waiver of California Civil Code
12 section 1542, and that Plaintiffs have consulted with or had the opportunity to consult
13 with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically
14 about the waiver of section 1542, and that Plaintiffs understand this Settlement
15 Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter
16 into this Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later
17 may discover facts different from or in addition to those Plaintiffs now knows or
18 believe to be true regarding the matters released or described in this Settlement
19 Agreement, and even so Plaintiffs agree that the releases and agreements contained in
20 this Settlement Agreement shall remain effective in all respects notwithstanding any
21 later discovery of any different or additional facts. Plaintiffs expressly assume any and
22 all risk of any mistake in connection with the true facts involved in the matters,
23 disputes, or controversies released or described in this Settlement Agreement or with
24 regard to any facts now unknown to Plaintiffs relating thereto.

25 E. Conditions Precedent: This Settlement will become final and effective only upon the
26 occurrence of all of the following events:

27 1. The Court enters an order granting preliminary approval of the Settlement;
28

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendants fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
4. If Defendants fail to fully fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative

notice to the Settlement Class Members and all Settlement Administration
Costs incurred to the date of nullification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,

her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. Plaintiffs shall draft and file with the Court a Motion for Order Granting Preliminary Approval and supporting papers within a reasonable period of time after complete execution of this agreement and will provide Defendants with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement

1 Administrator shall keep the Parties timely apprised of the performance of all
2 Settlement Administrator responsibilities by among other things, sending a weekly
3 status report to the Parties' counsel stating the date of the mailing, the of number of
4 Elections Not to Participate in Settlement it receives (including the numbers of valid
5 and deficient), and number of objections received.

6 L. Notice Procedure.

7 1. Class Data. No later than ten (10) business days after the Preliminary
8 Approval Date, Defendants shall provide the Settlement Administrator with
9 the Class Data for purposes of preparing and mailing Notice Packets to the
10 Class Members.

11 2. Notice Packets.

12 a) The Notice Packet shall contain the Notice of Class Action Settlement
13 in a form substantially similar to the form attached as **Exhibit A** and a
14 Request for Exclusion form and Objection Form attached hereto as
15 **Exhibit B**. The Notice of Class Action Settlement shall inform Class
16 Members and Aggrieved Employees that they need not do anything in
17 order to receive an Individual Settlement Payment and/or Aggrieved
18 Employees' individual shares of the PAGA Settlement and to keep the
19 Settlement Administrator apprised of their current mailing address, to
20 which the Individual Settlement Payments and/or Aggrieved
21 Employees' individual shares of the PAGA Settlement will be mailed
22 following the Funding Date. The Notice of Class Action Settlement
23 shall set forth the release to be given by all members of the Class who
24 do not request to be excluded from the Settlement Class and/or
25 Aggrieved Employees' in exchange for an Individual Settlement
26 Payment and/or Aggrieved Employees' individual shares of the PAGA
27 Settlement, the number of Workweeks worked by each Class Member

1 during the Class Period and PAGA Period, if any, and the estimated
2 amount of their Individual Settlement Payment if they do not request
3 to be excluded from the Settlement and each Aggrieved Employee's
4 share of the PAGA Settlement, if any. The Settlement Administrator
5 shall use the Class Data to determine Class Members' Workweeks and
6 PAGA Workweeks. The Notice will also advise the Aggrieved
7 Employees that they will release the Released PAGA Claims and will
8 receive their share of the PAGA Settlement regardless of whether they
9 request to be excluded from the Settlement.

10 b) The Notice Packet's mailing envelope shall include the following
11 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
12 ENTITLED TO PARTICIPATE IN A CLASS ACTION
13 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
14 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
15 NOTICE."

16 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
17 the Settlement Administrator will perform a search based on the National
18 Change of Address Database to update and correct any known or identifiable
19 address changes. No later than fourteen (14) calendar days after receiving the
20 Class Data from Defendants, the Settlement Administrator shall mail and
21 email copies of the Notice Packet to all Class Members via regular First-Class
22 U.S. Mail and electronic mail. The Settlement Administrator shall exercise
23 its best judgment to determine the current mailing address for each Class
24 Member. The address identified by the Settlement Administrator as the
25 current mailing address shall be presumed to be the best mailing address for
26 each Class Member.

1 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. If no forwarding address is
4 provided, the Settlement Administrator shall promptly attempt to determine a
5 correct address by lawful use of skip-tracing, or other search using the name,
6 address and/or Social Security number of the Class Member involved, and
7 shall then perform a re-mailing, if another mailing address is identified by the
8 Settlement Administrator. In addition, if any Notice Packets, which are
9 addressed to Class Members who are currently employed by Defendant, are
10 returned to the Settlement Administrator as non-delivered and no forwarding
11 address is provided, the Settlement Administrator shall notify Defendant.
12 Defendant will request that the currently employed Class Member provide a
13 corrected address, and transmit to the Administrator any corrected address
14 provided by the Class Member. Class Members who received a re-mailed
15 Notice Packet shall have their Response Deadline extended fifteen (15) days
16 from the original Response Deadline.

17 5. Disputes Regarding Individual Settlement Payments. Class Members will
18 have the opportunity, should they disagree with Defendants' records regarding
19 the start and end dates of employment to provide documentation and/or an
20 explanation to show contrary dates. If there is a dispute, the Settlement
21 Administrator will consult with the Parties to determine whether an
22 adjustment is warranted. The Settlement Administrator shall determine the
23 eligibility for, and the amounts of, any Individual Settlement Payments under
24 the terms of this Agreement. The Settlement Administrator's determination
25 of the eligibility for and amount of any Individual Settlement Payment shall
26 be binding upon the Class Member and the Parties, except as provided herein
27 below in Paragraph 6.

1 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
2 by the Settlement Administrator concerning the administration of the
3 Settlement will be resolved by the Court under the laws of the State of
4 California. Before any such involvement of the Court, counsel for the Parties
5 will confer in good faith to resolve the disputes without the necessity of
6 involving the Court.

7 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to exclude themselves from
9 the Settlement must submit a signed copy of the Request for Exclusion form
10 to the A Request for Exclusion form will be mailed together with the Notice
11 Packet to all Class Members. The Request for Exclusion will not be valid if
12 it is not timely submitted, if it is not signed by the Class Member, or if it does
13 not contain the name and address and last four digits of the Social Security
14 number of the Class Member. The date of the postmark on the mailing
15 envelope or fax stamp on the Request for Exclusion shall be the exclusive
16 means used to determine whether the request for exclusion was timely
17 submitted. Any Class Member who submits a timely Request for Exclusion
18 shall be excluded from the Settlement Class will not be entitled to an
19 Individual Settlement Payment and will not be otherwise bound by the terms
20 of the Settlement or have any right to object, appeal or comment thereon.
21 However, any Class Member that submits a timely Request for Exclusion that
22 is also a member of the Aggrieved Employees will still receive his/her pro rata
23 share of the PAGA Settlement, as specified below, and in consideration, will
24 be bound by the Release by the Aggrieved Employees as set forth herein.
25 Settlement Class Members who fail to submit a valid and timely Request for
26 Exclusion on or before the Response Deadline shall be bound by all terms of
27 the Settlement and any final judgment entered in this Action if the Settlement
28

1 is approved by the Court. No later than fourteen (14) calendar days after the
2 Response Deadline, the Settlement Administrator shall provide counsel for
3 the Parties with a final list of the Class Members who have timely submitted
4 timely Requests for Exclusion. At no time shall any of the Parties or their
5 counsel seek to solicit or otherwise encourage members of the Class to submit
6 Requests for Exclusion from the Settlement.

- 7 8. Objections. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to object to the Settlement
9 may submit to the Settlement Administrator a written statement of objection
10 by the Response Deadline. The Objection Form shall be included in the
11 Notice Packet. The postmark date of mailing shall be deemed the exclusive
12 means for determining that a Notice of Objection was served timely. The
13 Notice of Objection, if in writing, must be signed by the Settlement Class
14 Member and state: (1) the case name and number; (2) the name of the
15 Settlement Class Member; (3) the address of the Settlement Class Member;
16 (4) the last four digits of the Settlement Class Member's Social Security
17 number; (5) the basis for the objection; and (6) if the Settlement Class Member
18 intends to appear at the Final Approval/Settlement Fairness Hearing. Class
19 Members who fail to make objections in writing in the manner specified above
20 may still make their objections orally at the Final Approval/Settlement
21 Fairness Hearing with the Court's permission. Settlement Class Members will
22 have a right to appear at the Final Approval/Settlement Fairness Hearing to
23 have their objections heard by the Court regardless of whether they submitted
24 a written objection. At no time shall any of the Parties or their counsel seek
25 to solicit or otherwise encourage Class Members to file or serve written
26 objections to the Settlement or appeal from the Order and Final Judgment.

Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Settlement.

M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to pay the Gross Settlement Amount on or before the Funding Date, plus any employer's share of payroll taxes as mandated by law within the time specified herein.

1. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA pay periods for all Aggrieved Employees during the PAGA Period. The respective PAGA pay periods for each Aggrieved Employee will be divided by the total PAGA pay periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the PAGA Settlement.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 20% as wages ("Wage Portion"); 80% as penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.
5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.
6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are actually received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Settlement provided

for in this Settlement agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the PAGA Settlement.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees last known mailing address no later than fifteen (15) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Settlement check has not been cashed within one hundred and eighty (180) days, the check will be voided and the Participating Class Member and/or Aggrieved Employee will remain bound by the Settlement. The funds from any such uncashed checks will then be reallocated and redistributed by the Settlement Administrator to those Participating Class members and/or Aggrieved Employees who cashed their Settlement Share checks through a second distribution using the same allocation as the first distribution. The

Parties agreed that under this procedure, there is no residue as the entire Gross Settlement Sum will be distributed.

9. Class Representative Service Award. In addition to the Individual Settlement Payment and their individual share of the PAGA Settlement to be paid to each Plaintiff, Plaintiffs will apply to the Court for an award of not more than \$7,500 each, as the Class Representative Service Award. Defendants do not presently intend to oppose a Class Representative Service Awards of not more than \$7,500 for each Plaintiff. The Settlement Administrator shall pay the Class Representative Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to each Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Class Representative Service Award that are not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Class Representative Service Award. Each Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on each of their Class Representative Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. The Class Representative Service Award shall be in addition to Plaintiffs' Individual Settlement Payment as a Settlement Class Member. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Class Representative Service Award. If the Court reduces or does not approve the requested Class Representative Service Award, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendants understand a motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$141,665 plus costs and expenses supported by declaration of actual costs incurred not to exceed Twenty Thousand Dollars (\$20,000), from the Gross Settlement Amount will be filed. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Settlement. Twenty Thousand Dollars (\$20,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$15,000) to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement (\$5,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Settlement to the Aggrieved

1 Employees, each Aggrieved Employee shall receive their pro-rata share of the
2 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
3 above.

- 4 12. Settlement Administration Costs. The Settlement Administrator shall be paid
5 for the costs of administration of the Settlement from the Gross Settlement
6 Amount. The estimate of the Settlement Administration Costs is \$5,250.00.
7 The Settlement Administrator shall be paid the Settlement Administration
8 Costs no later than fifteen (15) calendar days after the Funding Date.

9 N. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
10 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
11 twenty-eight (28) days following the expiration of the Response Deadline, which
12 motion shall request final approval of the Settlement and a determination of the
13 amounts payable for the Class Representative Service Award, the Class Counsel
14 Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiffs
15 will provide Defendants with a draft of the Motion at least 3 business days prior to
16 the filing of the Motion to give Defendants an opportunity to propose changes or
17 additions to the Motion

- 18 1. Declaration by Settlement Administrator. No later than fourteen (14) days
19 after the Response Deadline, the Settlement Administrator shall submit a
20 declaration in support of Plaintiffs' motion for final approval of this
21 Settlement detailing the number of Notice Packets mailed and re-mailed to
22 Class Members, the number of undeliverable Notice Packets, the number of
23 timely requests for exclusion, the number of objections received, the amount
24 of the average Individual Settlement Payment and highest Individual
25 Settlement Payment, the Settlement Administration Costs, and any other
26 information as the Parties mutually agree or the Court orders the Settlement
27 Administrator to provide.

- 1 2. Final Approval Order and Judgment. Class Counsel shall present an Order
2 Granting Final Approval of Class Action Settlement to the Court for its
3 approval, and Judgment thereon, at the time Class Counsel files the Motion
4 for Final Approval.
- 5 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
6 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
7 Final Approval, including the Order Granting Final Approval of Class Action
8 Settlement, and Judgment before filing with the Court. The Parties and their counsel
9 will cooperate with each other and use their best efforts to affect the Court's approval
10 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
11 Judgment.
- 12 O. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts to implement the Settlement.
- 14 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
15 except such proceedings necessary to implement and complete the Settlement, pending
16 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 17 Q. Amendment or Modification. This Agreement may be amended or modified only by
18 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 19 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibit
22 other than the representations, warranties and covenants contained and memorialized
23 in this Agreement and its Exhibit.
- 24 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
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documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

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

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

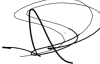
X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

- 1 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
2 respect to the interpretation, implementation and enforcement of the terms of this
3 Agreement and all orders and judgments entered in connection therewith, and the
4 Parties and their counsel submit to the jurisdiction of the Court for purposes of
5 interpreting, implementing and enforcing the settlement and all orders and judgments
6 entered in connection with this Agreement.
- 7 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
8 the Court shall first attempt to construe the provisions valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this
10 Agreement valid and enforceable.
- 11 AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently
12 intend to pursue any claims against the Released Parties, including, but not limited to,
13 any and all claims relating to or arising from Plaintiffs' employment with Defendants,
14 regardless of whether Class Counsel is currently aware of any facts or legal theories
15 upon which any claims or causes of action could be brought against Released Parties,
16 including those facts or legal theories alleged in the operative complaint in this Action.
17 The Parties further acknowledge, understand and agree that this representation is
18 essential to the Agreement and that this Agreement would not have been entered into
19 were it not for this representation.
- 20 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification
21 for purposes of this settlement only.
- 22 CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
23 Released Claims have merit and give rise to liability on the part of Defendants.
24 Defendants claim that the Released Claims have no merit and do not give rise to
25 liability. This Agreement is a compromise of disputed claims. Nothing contained in
26 this Agreement and no documents referred to and no action taken to carry out this
27 Agreement may be construed or used as an admission by or against the Defendants or
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1 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
2 than as may be specifically set forth herein, each Party shall be responsible for and
3 shall bear its/his own attorney's fees and costs.

4
5 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

6
7 DATED: 07 / 17 / 2023

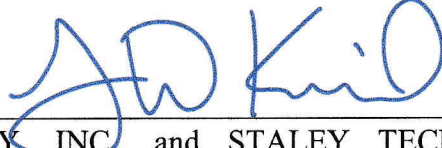
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SERGIO SANCHEZ

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12 DATED: 07 / 17 / 2023

13
14 
JOHNNY GARCIA

15
16 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

17
18 DATED: 7/17/2023

19
20 
STALEY, INC, and STALEY TECHNOLOGIES
LITTLE ROCK, LLC

21
22 Jason W Keith

23
24 Printed Name

25
26 COO / CFO

27
28 Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

07 / 17 / 2023
DATED:

BARVIE LAW, APC

By: 

Nicole Barvie, Esq.

Attorneys for Plaintiffs and the Settlement Class
Members

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DATED: July 17, 2023

Mark Kobata

BARLOW & KOBATA

By: 

Attorneys for Defendants

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING
DATE**

**(Sergio Sanchez, et al v. Staley, Inc.; Staley Technologies Little Rock, LLC, et al., Superior
Court of the State of California, County of Riverside, Case No. CVR12204614)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< >>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request to be excluded from the Settlement, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the “Court”) has been reached between Plaintiffs Sergio Sanchez and Johnny Garcia (“Plaintiffs”) and Defendants *Staley, Inc.; Staley Technologies Little Rock, LLC* (“Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendants and performed work in California during the Class Period.

The Class Period is October 24, 2018, through August 10, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 24, 2022, Plaintiffs filed a Complaint against Defendants in the Superior Court of the State of California, County of Riverside, alleging the following class and Private Attorneys General Act (“PAGA”) claims against Defendants: unfair business practices; failure to pay wages; failure to pay overtime compensation; failure to provide meal periods; failure to provide rest periods; failure to reimburse for business expenses; failure to maintain or provide accurate itemized statements; failure to maintain records; failure to timely provide wages; and violations of the PAGA based on the aforementioned alleged violations (the “Complaint”). This lawsuit is referred to as the “Action.” PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

Defendants deny and dispute all such claims asserted in the Action. Specifically, Defendants contend that Plaintiffs and the Class Members were properly compensated for wages and overtime that was due under California law; that Defendants provided all required meal and rest periods; that Defendants paid all meal and rest period premiums at the appropriate rate of pay; that all necessary business expenses were reimbursed; that all wages were paid timely; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; that Defendants did not engage in unfair business practices; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Barvié Law, APC, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Defendants have agreed to pay an “all in” amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment

to each Plaintiff, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

- A. Within sixty-five (65) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, the date of the Court’s entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review. Fifteen (15) days after the Settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request to be excluded from the Settlement (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,250.00, for expenses, including without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount, which is presently \$141,665.00 and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. Class Representative Service Payments in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each of the Plaintiff Sergio Sanchez and Johnny Garcia, or such lesser amount as may be approved by the Court, to compensate each of them for the services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Payment. A payment of \$20,000.00 relating to the claim for penalties under the PAGA, \$15,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$5,000.00 will be distributed to the Aggrieved Employees based on their respective pay periods during the PAGA Period (August 9, 2021 through August 10, 2023). “Aggrieved Employees” all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.
- Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the number of workweeks and pay periods actually worked by the Participating Class Members during the Class Period; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of workweeks to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked reduced by workweeks whereby the Participating Class Member previously released claims, if any, by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the Settlement Agreement entitled “Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims” filed on [REDACTED] with the Riverside County Superior Court, Dept. 10, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov>.

Tax Matters. Twenty percent (20%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty percent (80%) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties, including waiting time penalties and PAGA penalties, allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes

will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend or represent that anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, all Class Members who do not opt out of the settlement shall release any and all class claims which are alleged in the operative complaint, or could have been alleged based upon the facts in the operative complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. ("Released Class Claims").

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, all Class Members employed during the PAGA Period shall release any and all PAGA Claims alleged in the operative complaint and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. As a result of this release, PAGA Class Members shall be precluded from bringing any claims for the Released PAGA Claims. ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendants' records reflect that you have << >> workweeks worked during the Class Period (October 24, 2018 to August 10, 2023).

Based on the calculations of payments to Class Members discussed above, your estimated Individual Settlement Payment from the Net Settlement Amount is << >>.

Defendants' records reflect that you have << >> pay periods worked during the PAGAs Period (August 9, 2021 to August 10, 2023).

Based on this information, your estimated PAGA Payment is << >>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than [redacted] [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185.

The Court will hold a Final Approval Hearing on [redacted], 2025, at [redacted] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately eighty (80) days after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will NOT receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [redacted] [forty-five (45) days after the date of the Class Notice or sixty (60) days after the Class Notice in the case of re-mailing]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Sanchez et al v. Staley, Inc., et al*, lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Sanchez et al v. Staley, Inc., et al*, Case No. CVR12204614. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L,

Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. Written requests for exclusion from the Settlement that are postmarked after [REDACTED] or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Sanchez et al v. Staley, Inc., et al*, in the Superior Court of the State of California, County of Riverside, Case No. CVR12204614.

All written objections must be mailed to the Settlement Administrator at ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185, no later than [REDACTED] [forty-five (45) days after the date of the Class Notice or sixty (60) days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may appear in person or remotely at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.riverside.courts.ca.gov>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Nicole Barvié
BARVIE LAW, APC
550 W B St., 4th Floor
San Diego, CA 92101
Tel.: (858) 255-0928
E-Mail: nicole@barvielaw.com

Counsel for Defendants:

BARLOW & KOBATA
Mark T. Barlow
1180 S. Beverly Drive, Suite 302
Los Angeles, CA 90035
Tel: (310) 277-7556
Email: mkobata@bkd-law.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047

Facsimile: (858) 404-9203
shani@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the Riverside Superior Court, located at 4050 Main Street, Riverside, California 92501, in Department 1 before Judge Harold W. Hopp. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of Riverside and entering Case No. CVR12204614.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to *Sanchez et al v. Staley, Inc., et al*, Settlement Administrator, c/o ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185; or contact Class Counsel at Barvie Law, APC, 550 W B Street, Fourth Floor, San Diego, CA 92101; Tel: 858-255-0928.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs, and service awards, the motion for final approval, or other Settlement documents by contacting Class Counsel.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds as follows: One Hundred percent (100%) to Casa Cornelia, a non-profit organization that provides legal services to victims of human and civil rights violations, including assisting asylum seekers with their asylum applications and employment authorization documents.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**Superior Court of the State of California, County of Riverside,
Sergio Sanchez, et al v. Staley, Inc.; Staley Technologies Little Rock, LLC, et al.,
Riverside County Superior Court Case No. CVR12204614**

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185.

I. PERSONAL INFORMATION

Name (First, Middle and Last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____
Last 4 Digits of Social Security Number: _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Sergio Sanchez, et al v. Staley, Inc.; Staley Technologies Little Rock, LLC, et al.*, Case No. CVR12204614 filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion that is also a member of the PAGA Class will still receive his/her pro rata share of the PAGA Payment.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before ****INSERT DATE**** AT THE ADDRESS LISTED BELOW:

ILYM Group Inc.
14771 Plaza Drive, Ste. L
Tustin, CA 92780
Tel: 1-888-250-6810

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

JOHNNY GARCIA and SERGIO SANCHEZ,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

STALEY TECHNOLOGIES LITTLE ROCK,
LLC, an Arkansas Limited Liability
Company, STALEY, INC. dba STALEY
TECHNOLOGIES, an Arkansas Corporation,
and DOES 1-50, Inclusive,

Defendants.

Case No: CVRI2204614

OBJECTION FORM

Hearing Date:

Hearing Time:

Judge: Hon. Harold W. Hopp

Dept.: 1

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

[] I OBJECT to the *Sanchez v. Staley Inc.*, Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____, 2023:

Sanchez v. Staley, Inc. Administrator
ILYM Group Inc.
14771 Plaza Drive, Ste. L
Tustin, CA 92780
Tel: 1-888-250-6810
Fax: 1-888-845-6185.