

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daniel Dru Montes (“Plaintiff”) and defendants Northern Litho, LLC and Pacific Litho, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Daniel Dru Montes v. Northern Litho, LLC, et al.*, filed on August 5, 2022, and pending in Superior Court of the State of California, County of San Diego, Case No. 37-2022-00031278-CU-OE-CTL
- 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to propose to the Court to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all employees who were employed by Defendants in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all employees who were employed by Defendants in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Kashif Haque, Samuel Wong, Jessica L. Campbell and Jamie M. Loos of Aegis Law Firm, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period and PAGA Period Workweeks.
- 1.9. “Class Member” or “Settlement 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 Class Member mailing addresses using reasonably available sources, methods and means including, but not limited to, the National Change of Address database, one

skip trace per Class Member and, if necessary, direct contact by the Administrator with Class Members.

- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed by first-class United States Postal Service (“USPS”) mail to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means February 8, 2018 through February 4, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Diego.
- 1.16. “Defendants” means named Defendants Northern Litho, LLC and Pacific Litho, LLC.
- 1.17. “Defense Counsel” means Robin Samuel of Baker & McKenzie LLP.
- 1.18. “Effective Date” means the date be on the date by which this Settlement is finally approved as provided herein and the Court's final approval order becomes binding. For purposes of this Settlement the final approval order becomes binding upon the later of: (i) in the event of a timely appeal filed by a Class Member who has moved to intervene in the Action, the date of final affirmance of the Final Approval on appeal; (ii) in the event of a timely appeal filed by a Class Member who has moved to intervene in the Action, the date of final dismissal of any appeal from the Final Approval or the final dismissal of any proceeding on certiorari to review the Final Approval; (iii) five (5) court days after the expiration date of the time for the filing or noticing of any appeal from the Final Approval if any timely objections are filed in the Action and/or served on the Administrator; or (iv) if no Class Member has moved to intervene, the date of Final Approval shall be the Effective Date. For purposes of clarity, the Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the 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” is the maximum amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount is \$397,250.00, and will be used to pay any and all payments and disbursements associated with the Settlement, including but not limited to, Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. The Gross Settlement Amount shall include withholding for the employees’ share of applicable payroll taxes, but the employer’s share of applicable payroll taxes shall be paid in addition to the Gross Settlement Amount. Other than the employer’s share of payroll taxes, the Gross Settlement Amount is an “all-in” maximum amount that shall cover all payments and disbursements associated with the Settlement.
- 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 worked during the Class Period.
- 1.24. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency.
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less all of the following amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be the total amount paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Period” means August 5, 2021 through February 4, 2025.
- 1.31. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.32. “PAGA Notice” means Plaintiff’s August 5, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means a total of \$40,000 allocated to PAGA civil penalties to be paid from the Gross Settlement Amount and allocated 25% to the Aggrieved Employees (\$10,000.00) and 75% to the LWDA (\$30,000.00) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means Daniel Dru Montes, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means Defendants and any of their predecessors, successors, affiliates, subsidiaries, parent entities or companies, investors, partners, current and past employees, insurers, agents, consultants, legal representatives and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors in-interest, and underwriters.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written and signed request to be excluded from the Class.
- 1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to the Class Members, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement or (b) email or mail Objections to the Settlement. Class Members to whom Class Notice are remailed after having been returned undeliverable to the Administrator shall have an the longer of fourteen (14) calendar days from remailing or the original Response Deadline to submit a Request for Exclusion or Objection.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.44. “Workweek” means any week during which a Class Member worked for Defendants for at least one (1) day during the Class Period or PAGA Period.

2. RECITALS.

- 2.1. On August 5, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum wages; failure to pay overtime wages; failure to timely pay all earned wages; failure to provide meal periods; failure to permit rest breaks; failure to provide accurate itemized wage statements; failure to pay all wages due upon separation of employment; failure to reimburse necessary business expenses; and Violation of Business and Professions Code §§ 17200, *et seq.* On November 29, 2022, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendants for Enforcement of Labor Code § 2698 *et seq.* (“PAGA”). On December 6, 2023, Plaintiff filed a Second Amended Complaint to include additional information regarding his allegations. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On December 7, 2024, the Parties participated in an all-day mediation presided over by Christianna Kyriacou Mantas which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained through informal discovery, Plaintiff’s personnel file, employee handbooks, Class Members’ time and pay records, and data pertaining to the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$397,250.00 and no more as the Gross Settlement Amount and to separately pay the employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of

this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit claims as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment of less than the amount requested, the Administrator will allocate the difference to the Net Settlement Amount. The Class Representative Service Payment shall be made for the settlement of claims for non-wage compensation, and the Administrator will pay the Class Representative Service Payment without any tax withholding and shall report the payment to Plaintiff using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$132,416.66 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment of less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment without any tax withholding and shall report the payments to Plaintiff and Class Counsel using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$5,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$5,500.00, or if the Court approves Administration Expenses in an amount less than \$5,500.00, the Administrator will allocate the difference to the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's individual Workweeks total.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wage compensation for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments. Class Members shall be advised to seek independent tax advice regarding any tax consequences of the Settlement.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments.
- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the \$10,000.00 by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual PAGA Period Workweeks total. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Individual PAGA Payments will be allocated to the settlement of non-wage compensation for penalties, and the Administrator will report the Individual PAGA Payments to Aggrieved Employees on IRS 1099 Forms. Aggrieved Employees shall be advised to seek independent tax advice regarding any tax consequences of the

Settlement.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than fifteen (15) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to perform Administrator's duties under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2. Funding of Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount and Defendants' share of payroll taxes by transmitting the funds for such payments to the Administrator no later than fifteen (15) calendar days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the QSF, the Administrator will mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via first-class USPS mail, postage prepaid. The face of each check shall prominently state the date (one hundred and eighty (180) calendar days after mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved

Employees and Aggrieved Employees for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining that Class Member's Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members or Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced if requested by the Participating Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check remains uncashed and is cancelled after the void date, the Administrator shall pay the funds represented by such checks to the parties' chosen *cy pres* recipient, Bet Tzedek Legal Services, subject to approval by the Court. If the Court does not approve the payment of uncashed check amounts to Bet Tzedek Legal Services as *cy pres*, such amounts shall be transmitted to the State Controller Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fund the QSF with the Gross Settlement Amount and Defendants' share of employer payroll taxes on the Wage Portions of the Individual Class Payments, Plaintiff, the Class Members, and Class Counsel will release claims against the Released Parties as follows:

5.1. Plaintiff's General Release. Plaintiff, for himself, and for his current and former spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, and assigns, hereby releases, remises and forever discharges the Released Parties of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses, attorneys' fees, liquidated damages, and all other manner of actions whatsoever, in law or in equity, that Plaintiff ever had, may have had, now has,

or that Plaintiff's spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, or assigns hereinafter can, shall or may have, whether known or unknown, asserted or unasserted, suspected or unsuspected, as a result of Plaintiff's employment with the Released Parties, the termination of that employment, or any act or omission which has occurred at any time up to and including the Effective Date ("Plaintiff's Release"). The Plaintiff's Release does not extend to any claims that cannot be released through a private agreement as a matter of law, including, but not limited to claims unemployment insurance, worker's compensation benefits, and state disability compensation. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff further warrants and represents that he is not currently aware of any other claims against Defendants, including those claims that cannot be released by private agreement, such as workers' compensation claims.

5.1.1. Plaintiff's Waiver of Unknown Claims and Rights Under California Civil Code Section 1542.

Plaintiff acknowledges that he has read Section 1542 of the Civil Code of the State of California, 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.

Plaintiff understands that Section 1542 (and similar laws of other states) gives persons signing a release under California law the right not to release existing claims of which the person is not now aware, unless the person voluntarily chooses to waive this right. Even though Plaintiff is aware of the rights described in Section 1542 and similar laws of other states, Plaintiff nevertheless hereby voluntarily waives such rights and elects to assume all risks for claims that now exist in Plaintiff's favor, known or unknown, arising from the subject matter of the Plaintiff's Release in this Agreement. Plaintiff acknowledges that different or additional facts may be discovered in addition to what Plaintiff now knows or believes to be true with respect to the claims released and extinguished by the Plaintiff Release, and Plaintiff agrees that this Agreement will be and remain in effect in all respects as a complete and final release of the claims released in the Plaintiff Release, notwithstanding any such different or additional facts.

5.2. Release by Participating Class Members:

All Participating Class Members, for themselves, and for their current and former spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, and assigns, hereby release, remise and forever discharge the Released

Parties of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses, attorneys' fees, liquidated damages, and all other manner of actions whatsoever, in law or in equity, whether known or unknown, contingent or accrued, that occurred or are alleged to have occurred during the Class Period and that arise out of the claims and allegations asserted in the Action or which reasonably could have been asserted in the Action based on the allegations in the pleadings or Plaintiff's PAGA Notice.

5.3. Release by Aggrieved Employees:

All Aggrieved Employees, for themselves, and for their current and former spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, and assigns, hereby release, remise and forever discharge the Released Parties of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses, attorneys' fees, liquidated damages, and all other manner of actions whatsoever, in law or in equity, whether known or unknown, contingent or accrued, that occurred or are alleged to have occurred during the PAGA Period and that arise out of the facts and allegations contained in the pleadings in this Action and Plaintiff's PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator. Class Counsel will provide copies of the necessary documents to Defense Counsel sufficiently in advance of filing so that Defense counsel may review and request revisions to the pleadings and settlement approval papers, which comments Class Counsel will consider in good faith.

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 on behalf of the Parties 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to determine if the Parties can agree to modify the Agreement and otherwise satisfy the Court's concerns.

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7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 ILYM other than a professional relationship arising out of prior matters in which ILYM acted as a class settlement administrator.
- 7.2. Employer Identification Number. The Administrator shall obtain and use a unique Employer Identification Number for the QSF for purposes of calculating payroll tax withholdings, withholding and submitting payroll taxes to state and federal tax authorities, providing tax returns and reports to state and federal tax authorities, and as otherwise required to administer the Settlement. The Administrator shall be solely responsible for making proper tax withholdings and complying with tax reporting obligations.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and state the number of Class Members, PAGA Members, Class Member Workweeks, and Aggrieved Employee Workweeks in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A.
- 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. If the Class Notice is re-mailed to a Class Member pursuant to Section 7.4.3, the deadline for that Class Member’s written objections, challenge to

Workweek counts, and Request for Exclusion will be extended to the later of fourteen (14) calendar days after Class Notice is remailed or the original Response Deadline. The Administrator will inform the Class Member of the new Response Deadline with the remailed Class Notice.

- 7.4.5. If the Administrator, Defendants, Defense Counsel, or Class Counsel are contacted by or otherwise discover any person who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Settlement must send the Administrator, by email or USPS mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice. The Request for Exclusion shall be in letter form and may be sent by a Class Member or his/her representative. The Request for Exclusion shall reasonably communicate the Class Member's election to be excluded from the Settlement and shall include the Class Member's name, mailing address, email address, and telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked on or before the Response Deadline. No Party shall attempt to affirmatively contact any Class Member or Aggrieved Employee about the Settlement before the Response Deadline, except through the Administrator and with the written consent of the other Party. However, Class Counsel may respond to requests or inquiries received from Class Members or Aggrieved Employees and Defendants may communicate with Class Members who are current employees about routine work matters. If Class Members make requests or inquiries of Defendants related to the Settlement before the Response Deadline, Defendants shall refer such requests to the Administrator.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional information or proof of the Class Member's identity.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion shall be a Participating Class Member under this Agreement, entitled to

all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member receives the Class Notice, objects to the Settlement, or receives an Individual Class Payment.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall be a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement. Because PAGA claims released in this Agreement are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5. Aggrieved Employees shall not have opt out rights with respect to the Released PAGA Claims.

7.5.6. Plaintiff expressly acknowledges and represents that he shall not submit a Request for Exclusion or otherwise seek to exclude himself from the Settlement, including the releases in Section 5 of this Agreement.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is remailed) to challenge the number of Class Workweeks and PAGA Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail and must provide any supporting documentation to the Administrator. The Administrator will encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator shall work with Defense Counsel to determine if any Class Member's allocation of Workweeks needs adjustment. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel.

7.7. Objections to Settlement.

7.7.1. Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a

written objection to the Administrator must do so before the Response Deadline.

7.7.3. Non-Participating Class Members have no right to object to the Settlement.

7.8. Administrator Duties. The Administrator shall perform all tasks assigned to the Administrator in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain an internet website to post documents and basic information regarding this Action, including the date, time and location for the Final Approval Hearing, the Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the final Response Deadline (as extended due to any remailings), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted.

7.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or remailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks counts received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. In consultation with Defense Counsel and Class Counsel, the Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks.

7.8.5. Administrator’s Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense

Counsel a signed declaration suitable for filing in Court attesting to the Administrator's diligence and compliance with all of its obligations under this Agreement, including but not limited to, mailing of the Class Notice, the Class Notices returned as undelivered, the remailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion received (both valid or invalid), and the number of written objections. 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.

7.8.6. Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the QSF, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing by employee identification number only its disbursements of all payments made under this Agreement. The Administrator shall not include information which may be used to identify class members in this report other than employee identification number. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing 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.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. If the number of Class Members during the Class Period exceeds forty-five (45) or the total number of Workweeks during the Class Period exceeds five thousand five hundred (5,500) by more than ten percent (10% or 550), the Gross Settlement Amount will increase pro rata per additional Class Member or additional Workweek, whichever is greater.

9. DEFENDANTS' RIGHT TO WITHDRAW. Defendants reserve the right to rescind this Agreement and withdraw from the proposed Settlement if five (5) or more Class Members submit Requests for Exclusion. If Defendants choose to exercise this right, they shall give notice of rescission and withdrawal in writing to Plaintiff's Counsel no later than three (3) business days after the Administrator has confirmed the final number of Requests for Exclusion received. In such an event, Defendants shall be solely responsible for all Administration Expenses already incurred.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file and serve a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment ("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 prior to 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 (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to determine if they can address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

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12. ADDITIONAL PROVISIONS.

- 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including all prior memoranda of understanding between the Parties.
- 12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement.
- 12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and approved by the Court.
- 12.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10. Applicable Law; Attorneys' Fees and Costs. 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. Except as provided in this Agreement, each Party shall bear its own attorneys' fees and costs in connection with this Action, this Agreement, and the Settlement.
- 12.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.12. 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. Plaintiff agrees not to disparage or comment negatively about any Released Parties or their business. Within thirty (30) calendar days of the Effective Date, Plaintiff and Class Counsel shall return all Confidential Materials, all copies thereof, and all other information, documents and data obtained during this Action in compliance with the Stipulated Protected Order entered in the Action. Until Plaintiff files the Motion for Preliminary Approval, all Parties and counsel will keep the terms of this Agreement and the Settlement confidential. At no time before or after Preliminary Approval shall the Parties or their counsel: (i) hold any press conferences or issue any press releases or public statements, including without limitation via the Internet, social media or other communication channels, with respect to the Action or the Settlement (except as necessary to comply with legal reporting requirements); (ii) characterize the Action or Settlement in a manner that disparages any Party, their counsel, or the Released Parties; or (iii) otherwise publicize the Action or the Settlement, provided that Class Counsel may refer to the Settlement in adequacy of counsel declarations or answer questions from Class Members and Aggrieved Employees in accordance with their ethical duties as Class Counsel. If the Parties or their counsel are contacted by the media or third parties regarding the

Settlement, they shall not comment in any way, except to point to publicly available filings.

- 12.13. No Media Communications or Publicity. Unless required by applicable law, neither Plaintiff nor Class Counsel shall publicize the terms of this Agreement or the Settlement in any medium, or initiate or issue any press release or have any communications to the press or media concerning the Action, the Settlement, or this Agreement, except as posted by the Administrator as ordered by the Court. Class Counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing, website, or other communication. Notwithstanding the foregoing, nothing in this Agreement prevents Class Counsel from communicating confidentially with Class Members as necessary to fulfill Class Counsel's ethical obligations or from including publicly available information regarding the Settlement in future declarations submitted to courts as needed to describe their qualifications as class counsel.
- 12.14. 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.
- 12.15. 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.
- 12.16. 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 USPS mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Jamie M. Loos
jloos@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendants: Baker & McKenzie LLP
Robin Samuel
robin.samuel@bakermckenzie.com
10250 Constellation Blvd, Ste 1850
Los Angeles, CA 90067

12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronically signed, 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 counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

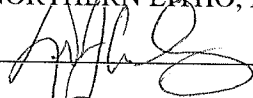
Date: _____

DANIEL DRU MONTES

Daniel Dru Montes

Date: March 19th 2025

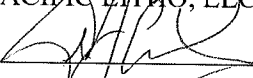
NORTHERN LITHO, LLC



By: Daniel J. Carley

Date: March 19th 2025

PACIFIC LITHO, LLC



By: Daniel J. Carley

Date: _____

AEGIS LAW FIRM, PC

Samuel Wong
Kashif Haque
Jessica Campbell
Jamie M. Loos
Attorneys for Plaintiff

APPROVED AS TO FORM AND CONTENT ONLY:

Date: 3/19/2025

BAKER & MCKENZIE LLP


Robin Samuel
Attorneys for Defendants

12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronically signed, 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 counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

Date: 04/09/25

DANIEL DRU MONTES


Daniel Dru Montes (Apr 9, 2025 10:04 PDT)

Daniel Dru Montes

Date: _____

NORTHERN LITHO, LLC

By: _____

Date: _____

PACIFIC LITHO, LLC

By: _____

Date: 4/9/2025

AEGIS LAW FIRM, PC



Samuel Wong

Kashif Haque

Jessica Campbell

Jamie M. Loos

Attorneys for Plaintiff

Date: _____

BAKER & MCKENZIE LLP

Robin Samuel

Attorneys for Defendants

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Daniel Dru Montes v. Northern Litho, LLC, *et al.*

37-2022-00031278-CU-OE-CTL

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from a class action lawsuit ("Action") filed against Northern Litho, LLC and Pacific Litho, LLC ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee Daniel Dru Montes ("Plaintiff") and seeks payment of (1) wages and other relief for a class of employees ("Class Members") who worked for Defendants during the Class Period (February 8, 2018 through February 4, 2025); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all employees who worked for Defendants during the PAGA Period (August 5, 2021 through February 4, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement resulting in Individual Class Payments to Participating Class Members, and (2) a PAGA Settlement resulting in Individual PAGA Payments to Aggrieved Employees and a PAGA payment to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' 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 \$0 is stated for your Individual PAGA Payment, then according to Defendants' 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 Defendants' records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that this information is not accurate, you may submit a request for correction by the Response Deadline listed in Section 4 of this Notice.

The Court has granted preliminarily approval of the proposed Settlement but has not yet decided whether to grant final approval to the Settlement. Your legal rights are affected whether you act or not. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court also will decide whether to enter a judgment that authorizes Defendants to make payments under the Settlement and requires Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert wage claims and PAGA penalty claims against Defendants for the Class Period and PAGA Period.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you worked during the PAGA Period). In exchange, you will give up your right to assert wage and PAGA claims against Defendants as provided for in the Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to participate in the class action portion of the proposed Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member, and you will not receive or be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be mailed to all Aggrieved Employees as part of the Settlement and Aggrieved Employees must give up their rights to pursue the Released PAGA Claims if the Settlement is granted Final Approval.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of Class Members. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and

Must be Submitted by _____	Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages and overtime wages, failing to timely pay earned wages, failing to provide legally-required meal periods and rest breaks, failing to provide accurate itemized wage statements, failing to pay all wages due upon separation of employment, failing to reimburse necessary business expenses, and violation of Business and Professions Code sections 17200, *et seq.* Based on the same underlying allegations, Plaintiff has asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Jamie M. Loos from Aegis Law Firm, PC ("Class Counsel.")

Defendants strongly deny Plaintiff's claims and allegations, and further deny any violation of law or failure to pay wages or penalties as required. Defendants contend they fully complied with all applicable wage and hour laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination about whether Defendants or Plaintiff are correct about the merits of the dispute. Plaintiff and Defendants have instead agreed to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming process of litigation. Plaintiff and Defendants have entered into a written settlement agreement ("Agreement") and are now jointly asking the Court to approve the Settlement and enter a judgment ending the Action and enforcing the Agreement. Both sides agree the proposed Settlement is a compromise of disputed claims and is in the best interest of all Parties and Class Members. By agreeing to settle, Defendants do not admit any violations of law or concede the merit of any claims. Plaintiff and Class Counsel strongly believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of Plaintiff's claims and Defendants' defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court has preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized

this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Defendants Will Pay a Maximum of \$397,250.00 as the Gross Settlement Amount (Gross Settlement). If the Settlement is granted Final Approval, Defendants have agreed to pay the Gross Settlement Amount, which in turn will be used to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and PAGA penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$132,416.66 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees, and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. Plaintiff will also receive his Individual Class Payment and Individual PAGA Payment.
- iii. Up to \$5,500.00 to the Administrator for services administering the Settlement.
- iv. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments that will be sent to Aggrieved Employees based on their PAGA Period Workweeks.

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

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to penalties and interest. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. You are advised to seek

independent tax advice regarding any tax consequences of the Settlement.

- E. Need to Promptly Cash Payment Checks. The front of the checks issued for Individual Class Payments and Individual PAGA Payments will show the date by when the check expires (the void date). If you don't cash the check by the void date, the check will be automatically cancelled and the unclaimed check amounts will be donated to a charity, Bet Tzedek Legal Services.
- F. The Proposed Settlement Will be Void if the Court Denies Final Approval. The Court may decline to grant Final Approval of the Settlement or to enter a Judgment. The Court also may enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- G. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- H. Participating Class Members' Release.
All Participating Class Members, for themselves, and for their current and former spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, and assigns, hereby release, remise and forever discharge the Released Parties of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses, attorneys' fees, liquidated damages, and all other manner of actions whatsoever, in law or in equity, whether known or unknown, contingent or accrued, that occurred or are alleged to have occurred during the Class Period and that arise out of the claims and allegations asserted in the Action or which reasonably could have been asserted in the Action based on the allegations in the pleadings or Plaintiff's PAGA Notice.

The Released Parties are Defendants and any of their predecessors, successors, affiliates, subsidiaries, parent entities or companies, investors, partners, current and past employees, insurers, agents, consultants, legal representatives and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors in-interest, and underwriters.

- I. Aggrieved Employees' PAGA Release.
All Aggrieved Employees, for themselves, and for their current and former spouses, representatives, agents, attorneys, heirs, administrators, estates, executors, successors, and assigns, hereby release, remise and forever discharge the Released Parties of and

from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses, attorneys' fees, liquidated damages, and all other manner of actions whatsoever, in law or in equity, whether known or unknown, contingent or accrued, that occurred or are alleged to have occurred during the PAGA Period and that arise out of the facts and allegations contained in the pleadings in this Action and Plaintiff's PAGA Notice.

4. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is also an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

5. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, and you will be fully bound by the Class Settlement including the release of wage claims, unless you notify the Administrator in writing, not later than _____ ("Response Deadline"), that you wish to opt-out of the Settlement. To opt out, you must send a written and signed Request for Exclusion to the Administrator by the Response Deadline. The Request for Exclusion must include your name, residence address, telephone number, email address, and a simple statement that you elect to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) will remain bound by the release of the Released PAGA Claims and will be eligible to receive an Individual PAGA Payment in exchange for giving up their right to assert PAGA claims against Defendants.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) business days before the _____ Final Approval

Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website <https://roa.sdcourt.ca.gov/roa/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the action as *Daniel Dru Montes v. Northern Litho, LLC, et al.*, and include your name, current address, telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department C-68 of the San Diego Superior Court, located at 330 W. Broadway, San Diego, Ca 92101. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____(specify entity)_____'s website at _____(url)_____. You can also telephone or send an email to the Administrator using the contact information listed below or consult the Superior Court website by going to

(<https://roa.sdcourt.ca.gov/roa/>) and entering the Case Number for the Action, Case No. 37-2022-00031278-CU-0E-CTL.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Jamie M. Loos

Email Address: jloos@aegislawfirm.com

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618

Telephone: (949) 379-6250

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.