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Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

RUBEN LAGPACAN, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

BIG JOE CALIFORNIA NORTH, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 25CV122747

Assigned to the Hon. Somnath Raj Chatterje

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

HEARING INFORMATION

Date: August 18, 2026

Time: 2:30 p.m.

Dept.: 21

Reservation No. 164065279641

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1 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation from 2017
2 through 2022 and as a “Super Lawyer” from 2023-2026, a distinction reserved for the top 2.5 % of
3 attorneys in the practice area.

4 8. Plaintiff and Defendant Big Joe California North, Inc. (“Defendant”) (collectively,
5 the “Parties”) entered into a Joint Stipulation and Settlement Agreement of Class Action and
6 Representative PAGA Claims resolving the wage and hour claims of the Settlement Class
7 (“Settlement Agreement” and/or “Settlement”), and a Class Notice which is attached hereto as
8 **Exhibit “A”**. The Settlement Agreement seeks to fully release and discharge Defendant from the
9 claims brought against it in this matter in exchange for Defendant’s agreement to pay \$350,000 on a
10 non-reversionary, non-claim-made basis (each Settlement Class Member will receive his/her share of
11 the Net Settlement Amount without having to submit a claim form or take action, except for those
12 who opt out).

13 9. Plaintiff seeks certification, for settlement purposes only, of a class consisting of all
14 individuals who are or were employed by Defendant and worked in an hourly-paid or non-exempt
15 position for Defendant in California at any time during the Class Period, defined as May 13, 2021
16 through and including the date the Court enters preliminary approval of the Settlement (“Class
17 Members” or the “Class”). The Settlement also resolves Plaintiff’s representative claims under the
18 Private Attorneys General Act (“PAGA”) on behalf of all individuals who were employed by
19 Defendant and worked in an hourly-paid or non-exempt position in California during the PAGA
20 Period, defined as May 13, 2024 through and including the date the Court enters preliminary approval
21 of the Settlement (“PAGA Members”).

22 10. Under the Settlement, Defendant will not oppose Plaintiff’s requests for: (1) attorneys’
23 fees of up to \$116,666.67 (one-third of the Gross Settlement Amount); (2) litigation costs of up to
24 \$25,000; (3) settlement administration costs of up to \$6,000; (4) a Class Representative Service
25 Award of up to \$10,000; and (5) a \$20,000 allocation to settle the PAGA claim (“PAGA Penalties”),
26 of which \$13,000 (65%) will be paid to the California Labor and Workforce Development Agency
27 (“LWDA”) and \$7,000 (35%) will be distributed to the PAGA Members:
28

	Total Amount
<i>Gross Settlement Amount</i>	\$350,000
Class Counsel Fees Payment	\$116,666.67
Class Counsel Litigation Expenses Payment	\$25,000
Administration Expenses Payment	\$6,000
PAGA Penalties to LWDA (65% of \$20K award)	\$13,000
PAGA Penalties to PAGA Members	\$7,000
Class Representative Service Payment	\$10,000
<i>Net Settlement Amount</i>	\$177,666.67

Plaintiff has concurrently submitted the Settlement to the LWDA in accordance with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit “B.”**

11. As of March 13, 2026, the Class consists of approximately 144 current and former hourly-paid or non-exempt employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of their specific job title or position, all Class Members were subject to Defendant's uniform wage-and-hour policies and practices. Based on Defendant's records, as of March 13, 2026, Class Members worked approximately 15,000 workweeks during the Class Period. After Court-approved deductions from the Gross Settlement Amount, the Net Settlement Amount will be distributed pro rata based on each Participating Class Member's workweeks. Based on these figures, the estimated average Individual Class Payment is approximately \$1,233, with the highest estimated Individual Class Payment expected to exceed \$3,500, depending on the number of workweeks worked during the Class Period.

12. The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Notice containing detailed information about his/her share, the opportunity to dispute the number of Compensable Workweeks worked by the Class Member, and the opportunity to opt out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval of the Settlement.

13. The proposed Settlement is fair, reasonable, and adequate, and is the product of informed, arm's-length negotiations conducted with the assistance of experienced wage-and-hour mediator, Kelly Knight, Esq., following Plaintiff's investigation and analysis of Defendant's

1 personnel, payroll, timekeeping, and employment records, as well as representative class-wide
2 payroll and timekeeping data. Accordingly, Plaintiff respectfully requests that the Court: (1)
3 preliminarily approve the Settlement; (2) conditionally certify the Class for settlement purposes only
4 pursuant to California Code of Civil Procedure section 382; (3) approve the proposed Class Notice
5 and method of dissemination; (4) appoint Plaintiff Ruben Lagpacan as Class Representative, (5)
6 appoint Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes
7 only; (6) appoint CPT Group, Inc. as the Settlement Administrator; and (7) schedule a Final Approval
8 Hearingg.

9 14. Defendant Big Joe California North, Inc. ("Defendant") is engaged in the sale, rental,
10 service, and maintenance of material handling equipment, including forklifts, pallet jacks, stackers,
11 and other warehouse and industrial equipment, throughout California.

12 15. Defendant employed Plaintiff as a non-exempt employee with the title of Shop
13 Mechanic/Technician from approximately September 11, 2006 through March 7, 2025. During his
14 employment, Plaintiff, along with other hourly-paid non-exempt employees, including Battery
15 Technicians, Shop Mechanics/Technicians, Commercial Drivers, Front Desk Coordinators, Loading
16 Bay Managers, Analysts, and other non-exempt employees—performed work essential to
17 Defendant's business operations. Plaintiff alleges that Defendant maintained uniform wage-and-hour
18 policies and practices that: (1) failed to pay all minimum and overtime wages, including overtime and
19 paid sick leave at the correct regular rate of pay; (2) failed to provide legally compliant meal and rest
20 periods or premium pay at the correct regular rate in lieu thereof; (3) failed to furnish accurate
21 itemized wage statements; (4) failed to reimburse necessary business expenses; (5) failed to timely
22 pay all wages due upon separation of employment; and (6) engaged in unfair business practices in
23 violation of California law.

24 16. On May 13, 2025, Plaintiff commenced this class action by filing a Class Action
25 Complaint alleging causes of action for: (1) failure to pay all minimum wages; (2) failure to pay all
26 overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to pay all sick time;
27 (6) failure to furnish accurate itemized wage statements; (7) failure to timely pay wages upon
28 separation; (8) failure to reimburse necessary business expenses; and (9) unfair competition in

1 violation of Business and Professions Code section 17200, *et seq.* On the same day, Plaintiff served
2 a notice pursuant to the Private Attorneys General Act ("PAGA") on the California Labor and
3 Workforce Development Agency ("LWDA") and Defendant based on the same underlying Labor
4 Code violations ("PAGA Notice"). After the statutory notice period expired, Plaintiff filed the
5 operative First Amended Class and PAGA Action Complaint on August 6, 2025, adding a single
6 representative cause of action under the PAGA.

7 17. Before participating in mediation on March 13, 2026, the Parties informally
8 exchanged documents and information that allowed both sides to calculate potential damages and
9 evaluate potential risk. Plaintiff conducted a thorough investigation and obtained substantial informal
10 discovery, including Plaintiff's personnel, payroll, and timekeeping records; representative payroll
11 and timekeeping records for the proposed Class; Defendant's relevant employment policies and
12 practices; and information concerning the size of the purported Class, number of workweeks worked
13 for the purported Class, and number of pay periods worked during the PAGA Period for the PAGA
14 Members. Plaintiff also retained an expert to analyze Defendant's payroll and timekeeping data and
15 evaluate the potential damages associated with Plaintiff's claims, including unpaid minimum and
16 overtime wages, meal and rest period premiums, waiting time penalties, wage statement penalties,
17 unreimbursed business expenses, and PAGA penalties. Based on this investigation, Plaintiff and
18 Class Counsel thoroughly evaluated the strengths and weaknesses of the Action, Defendant's
19 anticipated defenses, and the risks of continued litigation before engaging in settlement negotiations.
20 The Parties also considered Defendant's contention that numerous putative class members executed
21 arbitration agreements containing class-action waivers, which created additional litigation risk and
22 uncertainty, and informed the settlement negotiations.

23 18. On March 13, 2026, the Parties participated in a full-day mediation presided over by
24 experienced wage-and-hour mediator Kelly Knight, Esq. After extensive, arm's-length negotiations
25 conducted under Ms. Knight's supervision, the Parties entered into a Memorandum of Understanding
26 and reached the Settlement now before the Court.

27 19. Based on Class Counsel's independent investigation and detailed data obtained
28 through informal discovery and information exchanges, and factoring in claim and liability

1 certification probabilities, Class Counsel formulated detailed damages models to evaluate the claims
2 in preparation for mediation and to reach a realistic and reasonable resolution, as further detailed
3 below.

4 20. Plaintiff alleged that Defendant failed to properly calculate employees' regular rate of
5 pay by excluding certain non-discretionary forms of compensation when calculating overtime wages,
6 resulting in alleged underpayments. Based on Defendant's payroll and timekeeping records, as well
7 as an analysis performed by Plaintiff's expert, Plaintiff estimated that these practices resulted in
8 unpaid reporting time wages and overtime compensation owed to Class Members.

9 21. Defendant strongly disputed these allegations and maintained that it fully complied
10 with California law in all relevant respects. Defendant contended that employees were properly
11 compensated for all hours worked, that any reporting time obligations were satisfied, and that any
12 additional compensation was properly excluded from the regular rate because it constituted
13 discretionary payments or otherwise was not required to be included. In addition to complying with
14 the applicable laws, Defendant further argued that any deviations therefrom were individualized in
15 nature, thereby precluding class treatment.

16 22. Although Plaintiff believes these claims have merit, Plaintiff recognizes the
17 substantial litigation risks associated with proving class-wide liability and damages. Among other
18 things, Defendant disputes both the factual basis for the alleged reporting time violations and the
19 characterization of the challenged compensation for purposes of calculating the regular rate of pay.
20 Plaintiff also recognizes the possibility that the Court could deny class certification, grant summary
21 judgment, or otherwise substantially limit recovery.

22 23. In light of these risks and uncertainties, Plaintiff allocated \$10,000 for this claim while
23 keeping in mind that the substantial damages result from the derivative waiting time (Labor Code
24 Section 203) and wage statement penalties (Labor Code Section 226(a)).

25 24. Plaintiff alleged that Defendant failed to timely pay all wages due upon separation
26 from employment, thereby entitling former employees to waiting-time penalties under Labor Code
27 sections 201 through 203. Based on Defendant's records, approximately 72 Class Members were
28 separated from employment during the applicable statutory period. Assuming the statutory maximum

1 penalty of thirty (30) days, an 8-hour workday, and an average hourly rate of \$33.43, Plaintiff
2 estimated a maximum theoretical exposure of approximately \$577,670 for waiting time penalties. (72
3 employees × 8 hours per day × \$33.43 per hour × 30 days.)

4 25. Defendant disputed this claim and asserted that any alleged failure to pay wages in a
5 timely manner at separation was not willful and therefore did not give rise to waiting-time penalties.
6 Defendant further contended that it maintained compliant payroll practices and that any waiting-time
7 penalty claim was derivative of underlying wage claims. Defendant contended that the claims lacked
8 merit or were unsuitable for class treatment.

9 26. To account for these risks, including the risk of denial of class certification and the
10 risk of an adverse ruling at summary judgment or trial, Plaintiff applied a combined 50% discount to
11 the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value
12 of approximately \$288,835 for the waiting time penalties claim.

13 27. With respect to Plaintiff's meal and rest period claims, Class Members collectively
14 worked approximately 65,387 shifts during the Class Period. Based on an analysis of a representative
15 sample of Defendant's timekeeping and payroll records produced prior to mediation, Plaintiff applied
16 an estimated 10 percent violation rate for meal periods and a 25% violation rate for rest periods.
17 Using an applicable premium rate of \$33.43 per missed break, Plaintiff estimated a maximum
18 theoretical exposure of approximately \$218,588 for the meal period claim (65,387 shifts × 10 percent
19 × \$33.43) and approximately \$546,396 for the rest period claim (65,387 shifts × 25 percent × \$33.43).

20 28. However, Defendant disputed liability on both claims and asserted that meal and rest-
21 period compliance presented highly individualized issues that were inappropriate for class treatment.
22 Defendant maintained that its written policies were facially compliant with California law, that
23 employees were afforded flexibility to take breaks, and that compliance varied based on job duties,
24 location, management practices, and individual employee choice. Defendant also argued that it had a
25 *Donohue* attestation procedure in place that disproved Plaintiff's allegations and provided common
26 proof of a lack of violations. Defendant further argued that these individualized issues created a
27 substantial risk that the Court would deny class certification.

28 29. In light of these risks, Plaintiff applied a 75% discount to the maximum theoretical

1 exposure for these claims. Applying this discount, Plaintiff estimates a risk-adjusted value of
2 approximately \$56,647 for the meal period claims and approximately \$136,599 for the rest period
3 claims.

4 30. Plaintiff further alleged that Defendant issued non-compliant itemized wage
5 statements in violation of Labor Code section 226, based on the same alleged conduct underlying
6 Plaintiff's claims for unpaid wages, meal and rest period premiums, and failure to include all required
7 forms of compensation in the regular rate of pay. Based on Defendant's records, Plaintiff estimates
8 that approximately 2,651 allegedly non-compliant wage statements were issued during the Class
9 Period.

10 31. In calculating Defendant's maximum potential exposure, Plaintiff conservatively
11 assumed that only the initial statutory penalty of fifty dollars per violation would apply, consistent
12 with Labor Code section 226(e) and authority holding that higher penalties apply only after notice of
13 a violation. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207.) Using this
14 conservative assumption, Plaintiff estimated a maximum theoretical exposure of approximately
15 \$132,550 (2,651 wage statements multiplied by \$50).

16 32. Defendant disputed this claim and asserted that its wage statements fully complied
17 with Labor Code section 226. Defendant further argued that, even if any technical deficiencies
18 existed, they were not knowing and intentional and did not result in the injury required to recover
19 penalties. Defendant also relied on its defenses to the underlying wage-and-hour claims and to class
20 certification.

21 33. In light of these risks, including the risk of denial of class certification and an adverse
22 ruling on the merits, Plaintiff applied a 50% discount to the maximum theoretical exposure. Applying
23 this discount, Plaintiff estimates a risk-adjusted value of approximately \$66,275 for the wage
24 statement penalty claim.

25 34. Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004
26 ("PAGA") for alleged Labor Code violations for which PAGA penalties are available, and asserted
27 that such penalties could be assessed on a cumulative basis. Assuming application of the default
28 penalty of \$100 per pay period under Labor Code section 2699(f)(2), and assuming no reduction or

1 exercise of judicial discretion, Plaintiff estimated a maximum theoretical exposure of approximately
2 \$265,100, based on approximately 2,651 pay periods.

3 35. This theoretical maximum, however, does not account for significant legal and
4 practical uncertainties. Courts are divided as to whether PAGA penalties may be stacked across
5 multiple violations within a single pay period, particularly where the violations are derivative of one
6 another. In addition, Labor Code section 2699(e)(2) grants courts broad discretion to reduce civil
7 penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory.
8 Courts routinely exercise this discretion, particularly where an employer did not act willfully or where
9 the legal obligations were unsettled. *See Cotter v. Lyft, Inc.* (2016) 193 F. Supp. 3d 1030, 1037. In
10 addition, recent amendments to PAGA and the broad discretion afforded courts under Labor Code
11 section 2699(e)(2) created significant uncertainty regarding the amount of recoverable penalties.

12 36. In light of these risks, in light of the mediator's guidance and strong recommendation
13 of the mediator's proposal, the Parties agreed to allocate \$20,000 of the Gross Settlement Amount to
14 the resolution of the PAGA claim, which Plaintiff submits is fair, reasonable, and adequate under the
15 circumstances.

16 37. In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates
17 the risk-adjusted class recovery as follows:

18	• Reporting time Pay:	\$10,000
19	• Labor Code §§ 201 – 203 Claims:	\$288,835
20	• Meal Period Claims:	\$56,647
21	• Rest Break Claims:	\$136,599
22	• Wage Statement Claims:	\$66,275
23	• PAGA Penalties	\$20,000
24	• <u>Total Risk-Adjusted Penalties and Damages:</u>	\$578,356

25 38. The Settlement reached is the product of substantial effort by the Parties and their
26 counsel. Although Plaintiff and their counsel believe that there was a possibility of certifying the
27 claims, they recognized the potential risk, expense, and complexity posed by litigation, such as
28 unfavorable decisions on class certification, summary judgment, at trial and/or on the damages

1 awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant
2 prevailed on any of their defenses, the employees may not have received any substantial monetary
3 recovery.

4 39. The Settlement will result in a fair payment to each Settlement Class Member based
5 on the number of Weeks Worked during the Class Period. After evaluating the significant risks
6 attendant with further litigation described above and weighing them against the benefits of a known
7 compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed
8 to is believed to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable
9 resolution of the claims alleged.

10 40. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
11 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
12 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
13 judgment throughout the settlement process, including significant document review (e.g., documents
14 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
15 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
16 class-wide data provided by Defendant.

17 41. Based on our experience in other cases, including wage and hour matters, I believe
18 our office, along with Joshua Falakassa, is qualified to evaluate the class claims and viability of
19 defenses in this class action. In this case, the recovery for each Settlement Class Member is
20 reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement
21 Class. The Settlement provides each Settlement Class Member with compensation for the alleged
22 violations when viewed in relation to the costs and risks inherent in obtaining class certification and
23 proceeding to trial.

24 42. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
25 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

26 43. Of course, the Settlement Amount represents a compromise figure, taking into account
27 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
28 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class

1 Members, with no reversion to Defendant.

2 44. Plaintiff seeks a Service Award of \$10,000, which we believe is fair and warranted.
3 Plaintiff agreed to come forward in an effort to effectuate a change in policy and practice that would
4 benefit all other Settlement Class Members and to recover unpaid wages and penalties. Plaintiff
5 assumed a significant risk in bringing this litigation, namely, that if he lost, he could have been
6 ordered to pay the Defendant's costs.

7 45. Plaintiff provided invaluable assistance to the investigation and prosecution of this
8 case, including: providing factual background for the Class Complaint; reviewing the litigation
9 documents; providing information and documentation about Defendant's policies and practices;
10 participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement
11 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. Plaintiff's
12 comprehensive declaration setting forth all of the reasons why he believes that the Service Award
13 should be approved has been filed herewith.

14 46. When this case was taken on a contingency fee basis, with our firm agreeing to assume
15 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
16 litigation, we paid all costs, including the filing fees and expert costs. There was never a guarantee
17 that our firms would recoup these expenditures. In fact, had Plaintiff lost, he could have been ordered
18 to pay Defendant's costs

19 47. It is our experience that attorneys' fee awards of one-third of a common fund
20 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement
21 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further
22 warranted because it falls within the range typically awarded in class actions. Our firm's Costs will
23 not exceed \$20,000 and will be based on the actual amount incurred at the time of final approval.

24 48. Subject to the Court's approval, the parties stipulated that CPT Group, Inc. serve as
25 the Settlement Administrator. CPT is experienced in administering class action settlements and will
26 not exceed \$6,000 in administrative costs for this class action Settlement.

27 49. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff
28 signed a fee split agreement that provides that fees will be allocated between Class Counsel as

1 follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to the Falakassa
2 Law, P.C.

3 50. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
4 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
5 and to preliminarily approve the notice plan and set a final approval hearing. Plaintiff will seek final
6 approval of attorneys' fees, costs, and service awards at the final approval stage.

7 I declare under penalty of perjury under the laws of California that the foregoing is true and
8 correct on this 24th day of July 2026, in Los Angeles, California.

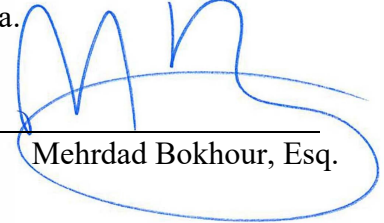
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12 Mehrdad Bokhour, Esq.
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EXHIBIT “A”

JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND REPRESENTATIVE PAGA CLAIMS

This Joint Stipulation and Settlement Agreement of Class Action and Representative Action Claims (“Stipulation of Settlement,” “Agreement,” “Settlement,” or “Settlement Agreement”) is made by and between Big Joe California North, Inc. (“Defendant” or “Big Joe”) on the one hand and Ruben Lagpacan (“Plaintiff”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

The Parties agree the instant action, *Ruben Lagpacan v. Big Joe California North, Inc.*, Case No. 25CV122747 in the Superior Court of the State of California, County of Alameda (the “Action”), shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement Agreement which is hereby made for the sole purpose of attempting to consummate a settlement on a class-wide and representative Private Attorneys General Act (“PAGA”) basis subject to the following terms and conditions.

NOW THEREFORE, in consideration of the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Plaintiff, individually and as representative of the Class, the PAGA Members and the State and California, and Defendant, agree that the Action shall be, and is, finally and fully compromised and settled on the following terms and conditions:

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms, used in this Agreement, shall have the meanings specified below:

- 1.1 “**Action**” means *Ruben Lagpacan v. Big Joe California North, Inc.*, originally filed on May 13, 2025, amended on August 6, 2025, and currently pending in the Superior Court of the State of California, County of Alameda, Case No. 25CV122747.
- 1.2 “**Administration Expenses Payment**” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses reasonably incurred as a result of the procedures and processes expressly required by this Agreement, which is not to exceed the bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.3 “**Class**” means all individuals who are or were employed by Defendant and worked in an hourly-paid or non-exempt position for Defendant within the State of California at any time during the Class Period.
- 1.4 “**Class Counsel**” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C., who represent the Class and PAGA Members for all purposes in this Settlement.
- 1.5 “**Class Counsel Fees Payment**” means the funds as may be awarded by the Court for fees to compensate Class Counsel for their legal work in connection with the

Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all work defending the Settlement or any aspect of challenge to or approval of the Settlement on appeal or other direct, collateral or other attack, all post-Settlement compliance procedures, and related litigation work billed in connection with the Action.

- 1.6 **“Class Counsel Litigation Expenses Payment”** means the funds as may be awarded by the Court to compensate Class Counsel for their expenses actually incurred in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses incurred in connection with the Action.
- 1.7 **“Class Data” or “Class List”** means the spreadsheet containing the following information of all Class Members that Defendant will compile, based on its business records, and provide to the Settlement Administrator within thirty (30) calendar days of the Court’s entry of the Order preliminarily approving the Settlement: (1) full name; (2) last known address; (3) full social security number; and (4) the information necessary to determine the estimated settlement allocation to each Class Member and/or PAGA Member, including the total number of workweeks worked by each Class Member within the Class Period and the total number of pay periods worked by each PAGA Member within the PAGA Period.
- 1.8 **“Class Member”** means any individual within the Class.
- 1.9 **“Class Member Address Search”** means the Settlement Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with Class Members.
- 1.10 **“Class Notice”** means the Notice of the Proposed Settlement of Class Action substantively in the form attached here as Exhibit A to this Agreement.
- 1.11 **“Class Period”** means the period from May 13, 2021, through and including the date the Court enters an Order preliminarily approving the Settlement.
- 1.12 **“Class Representative”** means Ruben Lagpacan, the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 **“Class Representative Service Payment”** means the amount that the Court authorizes to be paid to the Class Representative, in addition to the Class Representative’s Individual Class Payment and Individual PAGA Payment, in recognition of his efforts in coming forward as a named plaintiff and as consideration for his general released claims as described below in Paragraph 5.1. Subject to the Court granting final approval, the Parties agree that Class

Representative shall be paid up to Ten Thousand Dollars and Zero Cents (\$10,000) from the Gross Settlement Amount.

- 1.14 “**Class Settlement**” means the non-PAGA portion of the Settlement embodied in this Agreement, which is subject to the Court’s Preliminary Approval and Final Approval Orders.
- 1.15 “**Court**” means the Superior Court of California, County of Alameda, and the judge overseeing approval of this Settlement.
- 1.16 “**Defendant**” means the named defendant, Big Joe California North, Inc.
- 1.17 “**Defense Counsel**” means Alice H. Wang of Littler Mendelson, P.C.
- 1.18 “**Effective Date**” means the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order and/or Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the deadline to appeal the Final Approval Order and/or Judgment; or, if any appeal, writ or other appellate proceeding opposing Final Approval Order and/or Judgment has been filed within that timeframe, five (5) calendar days after any such appeal, writ, or other appellate proceedings are finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Final Approval Order and Judgment, with no right to pursue further remedies or relief. The Effective Date cannot occur unless there is no possibility of an appeal or further appeal that could prevent this Settlement from becoming final and binding.
- 1.19 “**Final Approval Hearing**” or “**Fairness Hearing**” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Response Deadline for purposes of: (i) entering the Final Approval Order and Judgment; (ii) determining whether the Settlement should be approved as fair, reasonable, and adequate; (iii) ruling upon an application for Class Representative Service Payment by Plaintiff; (iv) ruling upon an application by Class Counsel for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; and (v) entering any order awarding Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment.
- 1.20 “**Final Approval Order**” means the Court’s order(s) granting final approval of the Class Settlement and approval of the PAGA Settlement.
- 1.21 “**Gross Settlement Amount**” means the agreed upon settlement totaling Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000), inclusive of all payments for all Released Class Claims of the Class and all Released PAGA Claims of the PAGA Members; PAGA payment to the LWDA; payment of the Settlement Administration Expenses to the Settlement Administrator; Class Representative Service Payment to Plaintiff; Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel. In no event shall Defendant be liable for the payments of any amount exceeding the Gross Settlement Amount,

except subject to the Escalator Clause in Paragraph 10. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.

- 1.22 “**Individual Class Payment**” means the amount which is ultimately distributed to each Settlement Class Member from the Net Settlement Amount, separate and distinct from the Settlement Class Member’s Individual PAGA Payment (if any).
- 1.23 “**Individual PAGA Payment**” means the PAGA Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24 “**Judgment**” means the judgment to be entered by the Court in the Action based upon entry of the Final Approval Order.
- 1.25 “**LWDA**” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.26 “**LWDA PAGA Payment**” means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27 “**Net Settlement Amount**” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments to PAGA Members, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment, and all other costs and expenses relating to the Settlement. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “**Non-Participating Class Member**” means any Class Member who opts out of the Settlement by sending to the Settlement Administrator a valid and timely Request for Exclusion.
- 1.29 “**Notice of Objection**” means a Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address, and telephone number, and the last four digits of his/her Social Security Number; (c) a written statement of basis for the objection; and (d) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned to the Settlement Administrator at the address specified in the Notice Packet and must be postmarked if mailed, or sent by fax or email, on or before the Response Deadline.
- 1.30 “**Notice Packet**” means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**.
- 1.31 “**Operative Complaint**” means the most recently filed and current version of the complaint in the Action.

- 1.32 **“PAGA”** means the Private Attorneys General Act (Labor Code § 2698 et seq.).
- 1.33 **“PAGA Member”** means any Class Member who was employed by Defendant and who worked in an hourly-paid or non-exempt position at any time during the PAGA Period.
- 1.34 **“PAGA Notice”** means Plaintiff’s May 13, 2025 letter(s) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 **“PAGA Pay Period”** means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.36 **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000). Sixty-five percent (65%) of the PAGA Penalties will be paid to the LWDA (\$13,000), and thirty-five percent (35%) of the PAGA Penalties will be distributed to the PAGA Members (\$7,000), in settlement of all Released PAGA Claims.
- 1.37 **“PAGA Period”** means the period from May 13, 2024, through and including the date the Court enters an Order preliminarily approving the Settlement.
- 1.38 **“PAGA Settlement”** means the PAGA portion of the Settlement embodied in this Agreement, which is subject to the Court’s approval.
- 1.39 **“PAGA Settlement Period”** means the period from May 13, 2024 through and including the date the Court enters an Order preliminarily approving the Class Settlement.
- 1.40 **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.41 **“Plaintiff”** means Ruben Lagpacan, the named plaintiff in the Action.
- 1.42 **“Plaintiff’s Release”** means the claims being released as described in Paragraph 5.1 below.
- 1.43 **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.44 **“Preliminary Approval Date”** means the date on which the Court enters the Preliminary Approval Order.
- 1.45 **“Preliminary Approval Order”** means the Court’s order granting preliminary approval of the Class Settlement and thus: (i) preliminarily approving the Class Settlement and (ii) providing for notice to the Class, an opportunity to opt out of the Class, an opportunity to submit timely objections to the Class Settlement, and setting a Fairness Hearing.

- 1.46 **“Released Claims”** include the Released Class Claims, the Released PAGA Claims, and Plaintiff’s Release.
- 1.47 **“Released Class Claims”** means the claims being released as described in Paragraph 5.2 below.
- 1.48 **“Released PAGA Claims”** means the claims being released as described in Paragraph 5.3 below.
- 1.49 **“Released Parties”** means Big Joe California North, Inc., and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors and successors in interest, affiliates, holding companies, partnerships, limited liability companies, as well as each of its or their past, present, and future officers, directors, employees, partners, principals, heirs, representatives, accountants, auditors, consultants, administrators, fiduciaries, members, managers, customers, investors, subcontractors, shareholders, trustees and agents, attorneys, assigns, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.
- 1.50 **“Request for Exclusion”** means a Class Member’s submission of a timely written request to be excluded from the Class Settlement signed by the Class Member pursuant to the terms of this Agreement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) clearly state that the Class Member does not wish to be included in the Class Settlement; (c) set forth the full name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (d) be signed by the Class Member; (e) be returned to the Settlement Administrator at the specified address indicated in the Notice Packet; and (f) be postmarked, if mailed, or sent by fax or email on or before the Response Deadline.
- 1.51 **“Response Deadline”** means forty-five (45) calendar days after the Settlement Administrator initially mails, by first-class U.S. Mail, postage pre-paid, the Notice Packet to Class Members and PAGA Members, and the last date on which Class Members may (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Notices of Objections to the Settlement. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline.
- 1.52 **“Settlement”** means the disposition of the Action effected by this Agreement including all attached exhibits, which are an integral part of this Agreement and are incorporated in their entirety by reference, and the Judgment.
- 1.53 **“Settlement Administrator”** or **“Administrator”** means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

- 1.54 “**Settlement Class**” means all Class Members who do not timely and properly exclude themselves from the Class by submitting valid and timely Requests for Exclusion.
- 1.55 “**Settlement Class Member**” means any member of the Settlement Class.
- 1.56 “**Workweek**” means any week during which a Class Member or PAGA Member performed work for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

This Agreement is made in consideration of the following facts:

- 2.1 On May 13, 2025, Plaintiff filed a Class Action Complaint in the Superior Court of California for the County of Alameda, Case No. 25CV122747, alleging the following causes of action against Defendant: (1) failure to pay all minimum wages (Labor Code §§ 1194(a), 1194.2(a), 1197 and 1182.12); (2) failure to pay all overtime wages (Labor Code §§ 204, 210, 510, 558, 1194, and 1198); (3) meal period violations (Labor Code §§ 226.7, 512); (4) rest period violations (Labor Code §§ 226.7, 516); (5) failure to pay all sick time (Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199); (6) failure to provide accurate itemized wage statements (Labor Code § 226(a)); (7) waiting time penalties (Labor Code §§ 201, 202, and 203); (8) failure to reimburse necessary business expenses (Labor Code § 2802); and (9) violation of California’s Unfair Competition Law (“UCL”) (Bus. and Prof. Code § 17200 *et seq.*).
- 2.2 On May 13, 2025, Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA pursuant to Labor Code § 2699.3, subd.(a).
- 2.3 On August 6, 2025, Plaintiff filed a First Amended Class and PAGA Action Complaint to add a representative claim for PAGA penalties pursuant to Labor Code §2698 *et seq.*, acting on behalf of himself and other allegedly similarly aggrieved employees. Plaintiff further seeks damages, penalties, attorneys’ fees, and costs.
- 2.4 Defendant denies the allegations in the Action, denies that it has engaged in any wrongdoing, denies that it engaged in any unlawful or unfair business practices with respect to any Class Member or PAGA Member, denies the validity of Plaintiff’s allegations and states that it is entering into this Agreement solely to eliminate the uncertainties, burden, expense, and delay of further protracted litigation.
- 2.5 A *bona fide* dispute exists as to whether any wages and/or other payments are due from Defendant to any Class Member/PAGA Member.
- 2.6 The Parties agreed to participate in private mediation. In connection with the mediation, Defendant produced, *inter alia*, Plaintiff’s personnel and payroll

records, Defendant's relevant written employment policies and procedures, and class data, including anonymized time records and payroll records for the putative class, which allowed Class Counsel to conduct a full damages analysis. Plaintiff represents that his investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.7 On March 13, 2026, the Parties participated in an all-day mediation presided over by Kelly Knight, Esq., a mediator experienced in wage and hour class actions and PAGA representative actions, which led to the present class-wide and PAGA Settlement. The settlement discussions were conducted at arm's-length.
- 2.8 This Settlement Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Claims and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.
- 2.9 The Parties further agree that the Settlement Agreement, the fact of the anticipated Settlement, any of the terms in the Settlement Agreement, and any documents filed in support of the Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence of: (i) any wrongdoing, (ii) any violation of any statute or law, (iii) any liability on the claims or allegations in the Action or any other proceeding, (iv) the propriety of litigation as opposed to arbitrating the claims in the Action, (v) the propriety of certifying a class or permitting representative PAGA claims in the Action or any other proceeding, and shall not be used by any individual or entity for any purpose whatsoever in any legal or administrative or tax proceeding, other than a proceeding to enforce the terms of the Settlement Agreement.
- 2.10 There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant.
- 2.11 Plaintiff and Class Counsel believe that the Settlement provides a just, fair, reasonable, and favorable recovery for Class Members and PAGA Members, based on the claims asserted, the evidence developed, and the damages that might be proven against Defendant in the Action; Plaintiff and Class Counsel further recognize and acknowledge the significant expense, length, difficulty, and uncertainty of continued proceedings necessary to prosecute the Action against Defendant through trial and appeals; Plaintiff and Class Counsel have also considered the uncertain outcome and the risk of any litigation, especially in complex litigation such as the Action, as well as the difficulties and delays inherent in any such litigation; Plaintiff and Class Counsel are also mindful of the inherent challenges of proof and the strength of the defenses to the alleged claims, and therefore believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice and enjoined as set forth herein.

- 2.12 The Court has not granted class certification and no trial date has been set in the Action
- 2.13 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiff, for himself and as a representative of the State of California, Class Members and PAGA Members, and by Defendant that, subject to the approval of the Court, the Action shall be settled and compromised, and the Released Claims shall be finally and fully compromised and settled as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Agreement.

3. **SETTLEMENT CONSIDERATION.**

- 3.1 Gross Settlement Amount. Subject to Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendant agrees to pay Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00), and no more, as the Gross Settlement Amount, subject to the escalator clause described in Paragraph 10. Defendant agrees to pay the employer's share of payroll taxes due and payable as a result of this Settlement, which shall be paid separately from the Gross Settlement Amount. Defendant has 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 Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The amount of the Gross Settlement Amount is deemed a material term of this Settlement Agreement, and Defendant may revoke the Settlement Agreement if the Court insists on a change that increases the Defendant's obligation to pay an amount in excess of the total Gross Settlement Amount. Changes requested by the Court to the allocation of funds between the PAGA Settlement and the remaining class claims, or changes in the amount of Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment or the Class Representative Service Payment or payments to Plaintiff, or changes to the procedures accompanying the administration of the Settlement, will not form the basis for any Party in the Action to revoke this Settlement Agreement provided that such changes do not result in an increase of the total Gross Settlement Amount.
- 3.2 Tax Treatment of the Gross Settlement Amount. The Parties agree that the Gross Settlement Amount, including the Escalator Amount, if any, will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount, including the Escalator Amount, if any, and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local Taxing body will be paid from the Gross Settlement Amount.

- 3.3 Payments from the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.3.1 **Class Representative Service Payment To Plaintiff.** Class Counsel may request an enhancement award to the Class Representative of not more than \$10,000 (in addition to any Individual PAGA Payment and any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant 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 any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will pay the Class Representative Service Payment using IRS Form 1099-MISC. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. This is not a material term of the Settlement and, in the event the Court does not approve the entirety of the requested Class Representative Service Payment, such ruling shall not entitle Plaintiff to revoke the Settlement or appeal the Judgment.
- 3.3.2 **Attorneys' Fees and Attorneys' Expenses To Class Counsel.** Class Counsel may request a "Class Counsel Fees Payment," inclusive of all fees in this matter, of not more than \$116,666.67 (representing one-third of the Gross Settlement Amount), and a "Class Counsel Litigation Expenses Payment" of not more than \$25,000. Defendant 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 Counsel Litigation Expenses Payment no later than 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 Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099-MISC. Class Counsel must provide the Settlement Administrator with IRS Forms W-9 so that the Settlement Administrator may issue IRS Forms 1099-MISC. 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

Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these Payments. Approval of the Settlement shall not be contingent upon approval of the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment. This is not a material term of the Settlement and, in the event the Court does not approve the entirety of the requested Class Counsel Fees Payment and/or Class Counsel Litigation Expenses payment, such ruling shall not entitle Class Counsel to revoke the Settlement or appeal the Judgment. However, Class Counsel reserve the right to appeal any reduction by the Court. The Parties agree that, over and above the Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, each of the Parties, including all Settlement Class Members and PAGA Members, shall bear their own fees and costs, including, but not limited to, those relative to the investigation, filing, prosecution or settlement of the Action; the negotiation, execution, or implementation of this Settlement Agreement; and/or the process of obtaining, administering, or challenging a certification order and/or final approval. If Class Counsel appeal the Court's ruling on their application for Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, the ruling of the appellate court (regardless of its substance) shall not constitute a material alteration of a term of this Settlement Agreement. All claims for attorneys' fees and costs or expenses that Class Counsel, Plaintiff, and the Settlement Class Members/PAGA Members may possess against Defendant or the Released Parties have been compromised and resolved in this Settlement Agreement and shall not be affected by any appeal that Class Counsel may file.

- 3.3.3 **Settlement Administration Expenses To the Settlement Administrator:** Subject to Court approval, an amount of Six Thousand Dollars and Zero Cents (\$6,000) will be set aside from the Gross Settlement Amount to cover any of the Settlement Administrator Expenses Payment. To the extent the Administration Expenses are less than \$6,000, or the Court approves payment of less than \$6,000, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Any reduction by the Court of the Administration Expenses Payment will not void the Settlement.
- 3.3.4 **PAGA Penalties to PAGA Members and LWDA.** Subject to Court approval, the Parties agree that the amount of Twenty Thousand Dollars and Zero Cents (\$20,000) shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Penalties, *i.e.*, the sum of Thirteen Thousand Dollars and Zero Cents (\$13,000), to the LWDA. The remaining thirty-five percent (35%), *i.e.*, the sum of Seven Thousand Dollars and Zero Cents, shall be distributed to the PAGA Members. PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Settlement, the PAGA Penalties, and/or release of Released PAGA Claims set forth in this Agreement, although the PAGA Settlement will be subject to Court

approval. The Court approved PAGA Penalties are included in, and shall come from, the Gross Settlement Amount. Any reduction by the Court of the PAGA Penalties will not void the Settlement. If the Court approves the PAGA Penalties in an amount less than the amount requested, as set forth above, the amount not approved will become part of the Net Settlement Amount for distribution to the Settlement Class Members.

3.3.4.1 To arrive at the Individual PAGA Payment for each PAGA Member, the portion of the PAGA Penalties allocated to the PAGA Members shall be divided among the PAGA Members on a pro-rata basis, based upon the following: (a) each PAGA Member's PAGA Pay Period count, which shall be the sum of the total number of pay periods the PAGA Member worked during the PAGA Period; (b) divided by the combined sum of all PAGA Members' PAGA Pay Period counts; and (c) multiplied by the value of the portion of the PAGA Penalties allocated to the PAGA Members. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that the Individual PAGA Payments distributed to each PAGA Member will be treated entirely as civil penalties and will be reported as such to each PAGA Member on an IRS Form 1099-MISC, if applicable.

3.3.5 **Individual Class Payment to Each Participating Class Member.** After deduction of the amounts approved for the Individual PAGA Payments to PAGA Members, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, including the Escalator Amount, if any, the remainder shall be referred to as the Net Settlement Amount. The Net Settlement Amount shall be divided among the Participating Class Members on a pro-rata basis, based upon the following: (a) each Participating Class Member's workweek count, which shall be the sum of the total number of Workweeks the Participating Class Member worked during the Class Period; (b) divided by the combined sum of all Participating Class Members' workweek counts; and (c) multiplied by the value of the Net Settlement Amount.

3.3.5.1 The Parties agree that if any Participating Class member disputes the basis for determining their share of the Settlement, Defendant's records shall presumptively control unless the Participating Class Member can produce documentation evidence of other workweeks worked during the Class Period. The Parties further agree that any dispute that cannot be resolved by Class

Counsel and Defense Counsel may be brought before the Court before final approval of the Settlement.

3.3.5.2 Tax Allocation of Individual Class Payments. The Parties agree that all of the Net Settlement Amount distributed to each Participating Class member will be allocated as follows: thirty-three percent (33%) as alleged unpaid wages (“Wage Portion”) and sixty-seven percent (67%) as alleged penalties and unpaid interest (“Non-Wage Portion”). The Settlement Administrator will issue an IRS W-2 Form to each Participating Class Member for the portion of each Individual Class Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Settlement Administrator will issue an IRS Form 1099-MISC to each Participating Class Member for the portion of each Individual Class Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. Each Participating Class Member assumes full responsibility and liability for any employee taxes owed on his/her/their Individual Class Payment.

3.4 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Settlement Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective Workweeks worked during the Class Period.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Pay Periods. Defendant represents that, as of March 13, 2026, the total number of Workweeks worked by the Class is approximately 15,000 during the Class Period.

4.2 Class Data. No later than thirty (30) calendar days after the Court’s entry of the Order preliminarily approving the Settlement, Defendant will deliver the Class Data to the Settlement Administrator. To protect Class Members’ privacy rights, the Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information (“PII”), which it receives from Defense Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendant’s consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein, and (4) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement

Administrator regarding scope, circumstances, and substance shall be communicated solely to Defendant. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Settlement 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.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Defendant with wire transfer information no later than three (3) calendar days after the Effective Date. Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount and the Escalator Amount, if any, plus the employer's share of payroll taxes, within thirty (30) calendar days of the Effective Date. The delivery of these sums and the employer's share of payroll taxes to the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendant under this Settlement. Once Defendant has made such payments, Defendant will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

4.4 Payments from the Gross Settlement Amount. Within seven calendar (7) days after Defendant funds the Gross Settlement Amount, including the Escalator Amount, if any, to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator will mail checks for (1) all Individual Class Payments, (2) all Individual PAGA Payments, (3) the LWDA PAGA Payment, (4) the Administration Expenses Payment, (5) the Class Counsel Fees Payment, (6) the Class Counsel Litigation Expenses Payment, and (7) the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Settlement Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members/PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date on which the check will be voided, which will be 180 calendar days from the date of issuance of the check (the "void date"). The Settlement Administrator will cancel all checks not cashed by the void date. The Settlement Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement Administrator will send checks for Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Settlement Administrator may send Participating Class

Members a single check combining the 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.

- 4.4.2 The Settlement Administrator must conduct a Class Member/PAGA Member Address Search for all other Class Members/PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member/PAGA Member Address Search. The Settlement Administrator need not take further steps to deliver checks to Class Members and/or PAGA Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Class Member and/or PAGA Member whose original check was lost or misplaced, upon the Class Member's or PAGA Member's request prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall tally up the sum value of the expired checks within thirty (30) calendar days after the void date and transmit any remaining funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil procedure Section 384(b) ("Cy Pres Recipient"). The Parties propose Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. The Settlement Administrator must not distribute funds to the Cy Pres Recipient until after the Court approves the Administrator's post-Final Judgment report, and (as may be necessary) entry of an Amended Judgment directing the Administrator to pay funds to the Cy Pres Recipient.
- 4.4.4 All Individual Class Payments, Individual PAGA Payments, and the Class Representative Service Payment shall not be utilized to calculate any additional benefits under any benefit plan to which Plaintiff, Settlement Class Members, and/or PAGA Members may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement Class Members, and PAGA Members may be entitled under any benefit plans.

- 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion

of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In consideration of Plaintiff's awarded Class Representative Service Payment, Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes final and is fully funded, Plaintiff, on behalf of himself and his former and present spouses, former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases and discharges the Released Parties from all claims, transactions, or occurrences that occurred during Plaintiff's employment with Defendant, including but not limited to: (a) all claims that were, or could have been, as alleged or that could have been alleged based on facts contained in the Operative Complaint; and (b) all PAGA claims as alleged or that could have been alleged based on facts contained in the PAGA Notice ("Plaintiff's Release").

5.1.1 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, other claims that cannot be released by law, or claims or based on occurrences outside the Class Period.

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

5.1.3 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Participating Class Members. In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising out of or related to the allegations set forth in the Operative Complaint, including any that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and that arose during the Class Period ("Released Class Claims"). The Released Class Claims include but are not limited to:

- 5.2.1 Any and all claims for (1) failure to pay all minimum wages (violations of Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198); (2) failure to pay all overtime wages (violations of Labor Code §§ 204, 210, 510, 1194, 1197, 1198); (3) meal period violations (violations of Labor Code §§ 204, 510, 226.7, 512, 1194, 1198); (4) rest period violations (violations of Labor Code §§ 226.7, 516); (5) failure to pay all sick time (violations of Labor Code §§ 246, 1192, 1194 *et seq.*, 1197, 1198); (6) wage statement violations (violation of Labor Code § 226); (7) waiting time penalties (violation of Labor Code §§ 201-203); (8) failure to reimburse necessary business expenses (violation of Labor Code §§ 2802-2804); (9) unfair competition (violation of California Bus. & Prof. Code §§ 17200 *et seq.*);
- 5.2.2 Any and all claims that could have been pled which arise from the same or similar facts, including, but not limited to, any claims for unpaid wages (including minimum, regular and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest breaks, non-compliant meal period premiums, non-compliant rest break premiums, non-compliant wage statements, failure to comply with California paid sick leave laws, failure to indemnify and reimburse business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith;
- 5.2.3 Any claims for injunctive relief, declaratory relief, restitution, or other relief to the extent such claims are based on the facts alleged in the Operative Complaint and relate to the wage and hour claims asserted therein; and
- 5.2.4 Any other claims under California law, including the Labor Code, Industrial Welfare Commission Wage Orders, and Business and Professions Code section 17200 *et seq.*, to the extent such claims were or could have been alleged based on the same factual predicate as the claims asserted in the Operative Complaint.
- 5.3 Released PAGA Claims by LWDA through Plaintiff, its Designated Agent/Proxy. As of the Effective Date, the LWDA acting on behalf of the State of California, Plaintiff as an authorized representative of the LWDA, and any individual on behalf of the LWDA, shall fully and forever release and discharge all Released Parties from all claims for civil penalties under PAGA based on the facts, theories and allegations described in the PAGA Notice and arising during the PAGA Period (“Released PAGA Claims”), including penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages [violations of Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198]; (2) failure to pay all overtime wages [violations of Labor Code §§ 204, 210, 510, 1194, 1198]; (3) meal period violations [violations of Labor Code §§ 226.7, 512]; (4) rest period violations [violations of Labor Code §§ 226.7, 516]; (5) failure to pay all sick time [violations of Labor Code §§ 246, 1192, 1194 *et seq.*, 1197, 1198]; (6) wage statement violations [violation of Labor Code § 226]; (7) waiting time penalties [violation of Labor Code

§§ 201-203]; and (8) failure to reimburse necessary business expenses [violation of Labor Code § 2802]. The Released PAGA Claims apply to claims arising during the PAGA Period. It is the intent of the Parties that, in the event that another PAGA Member were to assert a subsequent claim on behalf of the LWDA, for any claim included in the Released PAGA Claims, Defendant will assert the Settlement Agreement as a defense to any such claims by the LWDA or anyone acting on behalf of the LWDA. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (“Because an aggrieved employee’s action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.”).

6. MOTION FOR PRELIMINARY APPROVAL.

6.1 For settlement purposes only, the Parties agree that the Class may be certified in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court certify for settlement purposes only the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

6.2 Within forty-five (45) calendar days of the full execution of this Agreement, Class Counsel shall submit this Settlement Agreement to the Court in support of Plaintiff’s Motion for Preliminary Approval and for determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval (“Motion for Preliminary Approval”).

6.2.1 Class Counsel will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Settlement Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations

(Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)). Plaintiff shall not file the Motion for Preliminary Approval without Defendant's review and approval, and Defendant shall have at least five (5) business days to review.

- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than forty-five (45) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator. With his preliminary approval moving papers, Class Counsel shall apply to the Court for an entry of an order substantially in the following form:

6.3.1.1 Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Class Representative Service Payment should be finally approved as fair, reasonable and adequate as to the Class and for approval of the PAGA Settlement;

6.3.1.2 Certifying the Class for purposes of the Settlement only;

6.3.1.3 Approving the Class Notice attached hereto as Exhibit A;

6.3.1.4 Directing the mailing of the Class Notice by first-class mail to the Class Members and PAGA Members; and

6.3.1.5 Preliminarily approving the Settlement subject only to the objections of the Class Members, if any, and final review by the Court.

- 6.4 Duty to Cooperate. The Parties will work cooperatively to mutually agree upon the form and content of the Class Notice, as well as the Proposed Order Granting Preliminary Approval. 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 modify the Agreement and otherwise satisfy the Court's concerns.

- 6.5 The Settlement Administrator shall provide to the Court, concurrently with Plaintiff's Motion for Preliminary Approval, a declaration of due diligence and proof of mailing with regard to the mailings of the Class Notice.

6.6 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of the Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. After the Motion for Preliminary Approval of the Settlement is filed, Class Counsel and Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website, online reporter of settlements or on any website, and/or in social media. Class Counsel may, however, use the factual information about this case, including but not limited to the amount and case name and number, in any future motion practice in court. Each Party agrees to notify each other Party, within three (3) business days, of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third-party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experiences in administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. 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 Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Member Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) calendar days after receiving the Class Data, the Settlement Administrator shall send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses by reference to the National Change of Address Database maintained by the United States Postal Service.
- 7.4.3 If a Class Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Class Notice to the forwarding address within five (5) calendar days. If a Class Notice is returned as non-deliverable but with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Class Notice was addressed and shall resend the Class Notice to any updated address within five (5) calendar days. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class Members. 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.

8. OBJECTIONS TO THE SETTLEMENT

- 8.1. Each Class Member shall have forty-five (45) calendar days from the mailing of the Class Notice, or such number of days as the Court shall specify, within which to postmark an objection, for return to the Settlement Administrator. Class Members whose Class Notices are returned as undeliverable and who are sent a re-mailed Class Notice shall be given an extension of fourteen (14) calendar days from their original deadline to object to postmark an objection. Any Settlement Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to the approval of class action settlement (“Objecting Class Member”). Any Class Member who makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall inform the Settlement Administrator in writing and (1) state the Objecting Class Member’s name, address, telephone number, and social security number or

employee identification number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Settlement Administrator; (7) be signed by the Objecting Class Member or their or his or her lawful representative; and (8) be postmarked no later than forty-five (45) calendar days from the mailing of the Class Notice (or the fourteen (14) calendar day extension referenced above for eligible Class Members). Regardless of whether a Class Member timely submitted a written objection, a Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to, the class action settlement, may do so. Class Members shall have no right to object to the PAGA Settlement, including but not limited to Individual PAGA Payments or Released PAGA Claims. Only 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. Participating Class Members may send written objections to the Settlement Administrator by fax, 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.

- 8.2 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 8.3 Any Class Member who fails to submit an objection in time shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Approval Order unless otherwise ordered by the Court.
- 8.3 Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.
- 8.4 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court's Final Approval Order. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.
- 8.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the 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 are later.

9. REQUESTS FOR EXCLUSION (OPT-OUTS)

9.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send to the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days from the mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Class Members are responsible for maintaining a photocopy of their Request for Exclusion that reflects it was submitted in a timely manner. Any disputes regarding the timeliness of a Request for Exclusion that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

9.1.1 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 a timely Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator shall make an initial determination, which may be reviewed by Class Counsel and Defense Counsel. If the Parties cannot resolve the dispute, the issue may be submitted to the Court for final determination. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. Defendant's records shall be presumed accurate, but may be rebutted by credible information provided by the Class Member.

9.1.2 Any Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

9.1.3 Any Class Member who validly excludes himself/herself/themselves from this Settlement is a Non-Participating Class Member and shall not be bound by this Settlement, except as to the PAGA Members who shall release their PAGA claims identified in Paragraph 5.3 in their entirety and may not opt out of or object to the Released PAGA Claims. Non-Participating Class Members who are PAGA Members are eligible for an Individual PAGA Payment. Non-Participating Class Member shall not receive an Individual Class Payment, or have the right to object to the class action components of the Settlement, or be entitled to any portion of the Net Settlement Amount.

9.1.4 The Settlement Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than ten (10) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names 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 from Settlement submitted (whether valid or invalid). The Settlement Administrator shall not provide the Parties with contact information beyond full names for any members of the Exclusion List. Class Counsel and Defense Counsel agree to limit their use of any information provided by the Settlement Administrator from the Exclusion List solely to the furtherance of this Settlement.

9.1.5 If ten percent (10%) or more of Class Members timely opt out of the Settlement by submitting valid and timely Requests for Exclusion, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty (20) calendar days after receiving from the Settlement Administrator the final Exclusion List. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, direct or indirectly, through any means. In the event Defendant rescinds the Settlement, Defendant shall be solely responsible for any fees and costs incurred by the Settlement Administrator.

9.2 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 re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator shall encourage the challenging Class Member to submit any supporting documentation. In the absence of contrary documentation, the Administrator may rely on Defendant’s records as presumptively accurate to the extent they are consistent with the Class Data. The Administrator shall evaluate all information submitted by the Class Member in consultation with Class Counsel and Defense Counsel. The Administrator shall make an initial determination regarding each challenge. If the Parties are unable to resolve a dispute regarding the calculation of Workweeks and/or PAGA Pay Periods, the dispute may be submitted to the Court for final determination. The Administrator shall promptly provide

copies of all challenges and any supporting documentation to Class Counsel and Defense Counsel, as well as the Administrator's initial determination.

- 9.3 Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

9.3.1 The Settlement Administrator shall also be responsible for:

9.3.1.1 Mailing the Class Notice as directed by the Court;

9.3.1.2 Consulting with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Class Payments, Individual PAGA Payments, and the acceptance of any late or deficient disputes;

9.3.1.3 Keeping track of timely and proper Requests for Exclusion;

9.3.1.4 Calculation of the Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment;

9.3.1.5 Providing weekly status reports to counsel for the Parties, including;
(a) the number of Class Notices mailed and re-mailed (including information regarding undeliverable and/or emailed Class Notices);
(b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d) the number of Requests for Exclusion received (whether valid or invalid);

9.3.1.6 Notifying Defense Counsel of the wiring instructions to fund the Gross Settlement Amount, including the Escalator Amount, if any, as approved by the Court;

9.3.1.7 Preparing the checks containing the Individual Class and/or Individual PAGA Payments;

9.3.1.8 Distributing and paying the Class Representative Service Payment, if any, Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment;

9.3.1.9 Issuing tax forms and addressing employer and employee-side payroll taxes;

9.3.1.10 Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members; and

9.3.1.11 Maintaining and monitoring an email address and a toll-free telephone number to receive Class Member calls, faxes and emails and to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, 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.

9.3.2 Workweek and/or Pay Period Challenges. The Settlement Administrator shall have the authority to review and make an initial determination on all Class Member challenges concerning the calculation of Workweeks and/or PAGA Pay Periods, consistent with the terms of this Agreement. The Administrator shall provide its determination, along with any supporting information, to Class Counsel and Defense Counsel. The Parties shall meet and confer in good faith to resolve any disputes regarding such determinations. If the Parties are unable to resolve a dispute, the issue may be submitted to the Court for final determination.

9.3.3 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 its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. 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.

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

10. **ESCALATOR CLAUSE.** The Settlement is based on Defendant's representation that, as of March 13, 2016, Class Members worked approximately 15,000 workweeks during the

Class Period. If the final total number of workweeks for Settlement Class Members exceed ten percent (10%) above that estimate, *i.e.*, more than 16,500, Defendant shall increase the Gross Settlement Amount on a pro rata basis such that for each one percent by which the total number of workweeks exceeds 16,500, the Gross Settlement Amount increases by one percent (1%) (the “Escalator Amount”).

11. DEFENDANT’S RIGHT TO WITHDRAW.

11.1 The Settlement is based on the Defendant's representation that, as of the March 13, 2016, Class Members worked approximately 15,000 workweeks during the Class Period. If the final total number of workweeks for Settlement Class Members exceeds ten percent (10%) above that estimate, Defendant shall increase the Gross Settlement Amount on a pro rata basis, such that for each one percent (1%) by which the total number of workweeks exceeds 16,500, the Gross Settlement Amount increases by one percent (1%). If the escalator clause is triggered, Defendant reserves the right to shorten the Class Period such that the aggregate number of workweeks worked by the Settlement Class Members during the Class Period does not exceed by ten percent (10%) the estimated workweeks set forth in this Paragraph.

12. FINAL APPROVAL/MOTION FOR FINAL APPROVAL.

12.1 This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement as agreed upon with respect to all material terms, that the LWDA does not intervene and/or object to the Settlement, and that this Agreement becomes Effective as defined in Paragraph 1.18. Material terms include the definitions of PAGA Member (Paragraph 1.32), Class Member (Paragraph 1.8), Settlement Class (Paragraph 1.54), Class Period (Paragraph 1.11), Effective Date (Paragraph 1.18), Gross Settlement Amount (Paragraph 1.21), the definition of PAGA Period (Paragraph 1.34), Released Class Claims (Paragraphs 1.47 and 5.2), Released PAGA Claims (Paragraphs 1.48 and 5.3), Plaintiff’s Release (Paragraphs 1.41 and 5.1), and Released Parties (Paragraph 1.49). In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA or the Agreement does not become Effective as to the material terms herein, the Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

12.2 Not later than sixteen (16) court days before the scheduled Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively

“Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 6 court days prior to filing the Motion for Final Approval, and shall not file without Defendant’s approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 12.3 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.
- 12.4 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 work together in good faith to attempt to address the Court’s concerns. 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.
- 12.5 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, 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.
- 12.6 Waiver of Right to Appeal. The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment . Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Defendant’s payment obligation under the Settlement will be suspended pending an appeal of the Judgment.
- 12.7 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (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 work expeditiously and in good faith to address the appellate court’s concerns, 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

13. VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED

13.1 Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff or Defendant may terminate this Settlement: (1) if after submitting the Settlement for approval to the Court, the Court declines to enter the Preliminary Approval Order and requires a change to a material term (as defined in Paragraph 12.1) of the Agreement, the Final Approval Order, or Judgment; or (2) if the Settlement as agreed does not become final because of appellate court action. The terminating Party shall give the other party (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

13.1.1 The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

13.1.2 In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make payments to any Party, Class Members, PAGA Members, the LWDA or attorneys. If there are any fees incurred by the Settlement Administrator and the Settlement is terminated by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement Administrator.

13.1.3 The Preliminary Approval Order, Final Approval Order and Judgment shall be vacated.

13.1.4 The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.

13.1.5 Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever, except that Plaintiff may reveal information that Defendant may have marked as confidential under the mediation privilege including the data, documents, and sampling exchanged for mediation purposes for the purpose of presenting the Court with information supporting the fairness, reasonableness or adequacy of the Settlement.

14. AMENDED JUDGMENT.

- 14.1 If an 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.

15. ADDITIONAL PROVISIONS.

- 15.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing contained herein, nor the consummation of this Settlement, is intended to be or should be construed or deemed as an admission by Defendant that any of the allegations in the Action have merit, or that Defendant has any liability for any claims asserted, or as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). Each of the Parties hereto has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.
- 15.2 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.
- 15.3 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. No rights hereunder may be waived except in writing.
- 15.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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 including any amendments to this Agreement.

- 15.5 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, modifying the Settlement Agreement as agreed by the Parties, 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.
- 15.6 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 15.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 15.8 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 or their representatives, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.
- 15.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.
- 15.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 15.11 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.
- 15.12 Confidentiality. Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of

the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.

- 15.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than thirty (30) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.
- 15.14 Headings. Captions, or descriptive headings of any section or paragraph of this Agreement is inserted for convenience of reference only, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of it.
- 15.15 Calendar Days. Unless otherwise noted, all references 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:
- 15.16 Settlement Class Member Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Settlement. The Class Notice, **Exhibit A** hereto, will advise the Settlement Class Members of the binding nature of the release, and the full scope of the Released Claims shall have the same force and effect as if this Agreement were executed by each Class Member.
- 15.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com

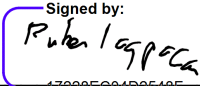
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To Defendant:

Alice H. Wang
awang@littler.com.com
Littler Mendelson, P.C.
101 Second Street, Suite 1000
San Francisco, California 94105

- 15.18 Breach and Enforcement Actions. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching Party and request that the breaching Party cure any alleged breach. If the breach is not cured within thirty (30) calendar days of said notice, the non-breaching party may pursue legal action or other proceedings against any other breaching party or parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.
- 15.19 Construction. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement.
- 15.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 15.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: 4/20/2026

Signed by:

17228EC04D2548F...
Plaintiff Ruben Lagpagan

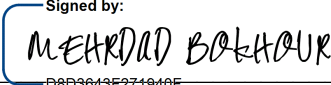
Dated:

Defendant Big Joe California North, Inc.

APPROVED AS TO CONTENT:

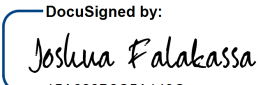
Dated: 4/20/2026

BOKHOUR LAW GROUP, P.C.

Signed by:

D8D3643F271940F...
Mehrdad Bokhour
Attorneys for Plaintiff

Dated: 4/20/2026

FALAKASSA LAW, P.C.

DocuSigned by:

15A628B2C5A149C...
Joshua Falakassa
Attorneys for Plaintiff

Dated:

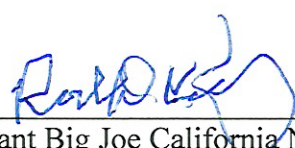
LITTLER MENDELSON, P.C.

Alice H. Wang
Attorneys for Defendant

Dated: _____

Plaintiff Ruben Lagpacan

Dated: 4/30/2026



Defendant Big Joe California North, Inc.

APPROVED AS TO CONTENT:

Dated: _____

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: _____

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiff

Dated: April 28, 2026

LITTLER MENDELSON, P.C.



Alice H. Wang
Attorneys for Defendant

EXHIBIT “A”

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

*Ruben Lagpacan v. Big Joe California North, Inc., Alameda County Superior Court
Case No. 25CV122747*

*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 an employee class action and representative action lawsuit (“Action”) against Big Joe California North, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Ruben Lagpacan (“Plaintiff”). The Action seeks payment of:

(1) back and premium wages, statutory penalties, and interest arising from alleged violations for (i) unpaid wages (including minimum and overtime wages); (ii) non-compliant meal periods; (iii) non-compliant rest periods; (iv) failure to pay all sick time; (iv) non-compliant wage statements; (v) untimely wage payments at the end of employment; (vi) unreimbursed business expenses; and (vii) unfair competition, specifically for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1199, and 2802, Bus. & Prof. Code § 17200, *et seq.*, and applicable IWC Wage Orders, or for any claims that could have been alleged based upon the facts alleged in the Action, originally filed on May 13, 2025 and amended on August 6, 2025, for all current and former hourly-paid or non-exempt employees of Defendant within the State of California who worked at any time during the period from May 13, 2021 through the date the Court enters an Order preliminarily approving the settlement (“Class Members,” “Class,” “Class Period”); and

(2) penalties under the California Private Attorneys General Act of 2004 (“PAGA”) (as amended on June 19, 2024) for all claims that were alleged, or could have been alleged, based on the facts and allegations contained in the Action originally filed on May 13, 2025 and amended on August 6, 2025, the PAGA Notice sent to the Labor Workforce and Development Agency (“LWDA”) by Plaintiff on May 13, 2025 for all current and former hourly paid or non-exempt employees of Defendant within the State of California who worked at any time during the period from May 13, 2024 through the date of the Court enters an Order preliminarily approving the settlement) (“PAGA Members,” and “PAGA Period”).

Defendant expressly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The proposed settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and to make a payment to the LWDA.

Based on Defendant’s records, and the Parties’ current assumptions, your **Individual Class Payment is estimated to be \$_____**(less withholding), **and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive will likely be different and will depend on several factors. (If no amount is stated for your Individual PAGA

Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked ____ workweeks** during the Class Period, and **you worked _____pay periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. 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 will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two (2) basic 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 individual Class Period wage claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class portion of the settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of/exclude yourself from the settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue individual non-PAGA wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed settlement, and thus, if you are a PAGA member, you will remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class portion of the settlement.

Defendant 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 any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this settlement (Released Claims).
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You Can Opt-out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed settlement, you can opt-out of the Class portion of the settlement by sending to the Administrator a written Request for Exclusion by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer 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. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement Written Objections Must be Submitted by _____	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 the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one (1) day during the Class Period, and how many pay periods you worked at least one (1) day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. Plaintiff alleges claims on a class-wide basis, including alleged violations of: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods or pay meal premiums; (4) failure to provide rest breaks or pay rest premiums; (5) failure to pay all sick time; (6) failure to provide compliant

wage statements; (7) failure to pay all wages at termination; (8) failure to reimburse for necessary business expenses; and (9) unfair competition. Based on the same claims, Plaintiff has also 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: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming litigation process. The negotiations were successful following a full day of mediation.

By signing a written settlement agreement (“Agreement,” or “Settlement Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed settlement that is subject to the Court’s Final Approval. Both sides agree that the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized the mailing of this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay A Gross Settlement Amount of \$350,000 (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA.
 - A. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement no later than the first Court day at least thirty (30) calendar days after the Effective Date.
 - B. “Effective Date” means the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order and/or judgment has elapsed without any appeal, writ, or

other appellate proceeding having been filed, *i.e.*, 65 days from the deadline to appeal the Final Approval Order and/or Judgment; or, if any appeal, writ or other appellate proceeding opposing Final Approval Order and/or judgment has been filed within that timeframe, five (5) calendar days after any such appeal, writ, or other appellate proceedings are finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Final Approval Order and Judgment, with no right to pursue further remedies or relief. The Effective Date cannot occur unless there is no possibility of an appeal or further appeal that could prevent this settlement from becoming final and binding.

2. 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:

- A. Up to \$116,666.67 (33.33% of the Gross Settlement) to Class Counsel for Class Counsel Fees Payment and up to \$25,000 for Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked on the Action and incurred expenses without payment.
- B. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only money Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$6,000 to the Administrator as the Administration Expenses Payment for services administering the settlement.
- D. Up to \$20,000 for PAGA Penalties, sixty-five percent (65%) of which (\$13,000) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$7,000) will be paid to the PAGA Members as their Individual PAGA Payments based on their PAGA Period Pay Periods.

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

- 3. 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") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS Form W-2. Defendant will separately pay the employer payroll taxes it owes on the Wage Portion. 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 Portion of the Individual Class Payments on IRS Form 1099-MISC.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to Legal Aid at Work, the mutually agreed upon *cy pres* beneficiary. You will still be bound by the judgment, even if you do not cash your check.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class portion of the settlement, unless you notify the Administrator in writing, not later than____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the____Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the case name and number of the Action; the Class Member’s full name, present address, telephone number; the Class Member’s last four digits of the Social Security Number; a simple statement electing to be excluded from the settlement; and be signed by the Class Member. 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 Defendant.

You cannot opt-out of the PAGA portion of the settlement. In other words, Class Members who exclude themselves from the Class settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. Right to Object. The Participating Class Members have the right to object to the settlement, including the above-mentioned payments. The Court will consider all objections.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

9. Settlement Administrator. The Court has appointed a neutral company, CPT 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 challenges over Workweeks or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
10. Participating Class Members’ Release. After the judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the Class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

In consideration for their awarded Individual Settlement Payments, as of the date the settlement becomes final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising out of or related to the allegations set forth in the Operative Complaint, including any that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and that arose during the Class Period (“Released Class Claims”). The Released Class Claims include but are not limited to:

- A. Any and all claims for (1) failure to pay all minimum wages (violations of Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198); (2) failure to pay all overtime wages (violations of Labor Code §§ 204, 210, 510, 1194, 1197, 1198); (3) meal period violations (violations of Labor Code §§ 204, 510, 226.7, 512, 1194, 1198); (4) rest period violations (violations of Labor Code §§ 226.7, 516); (5) failure to pay all sick time (violations of Labor Code §§ 246, 1192, 1194 *et seq.*, 1197, 1198); (6) wage statement violations (violation of Labor Code § 226); (7) waiting time penalties (violation of Labor Code §§ 201-203); (8) failure to reimburse necessary business expenses (violation of Labor Code §§ 2802-2804); (9) unfair competition (violation of California Bus. & Prof. Code §§ 17200 *et seq.*);
- B. Any and all claims that could have been pled which arise from the same or similar facts, including, but not limited to, any claims for unpaid wages (including minimum, regular and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest breaks, non-compliant meal period premiums, non-compliant rest break premiums, non-compliant wage statements, failure to comply with California paid sick leave laws, failure to indemnify and reimburse business expenses, and claims for interest, penalties (including but not limited to waiting

time penalties), or premiums in connection therewith;

C. Any claims for injunctive relief, declaratory relief, restitution, or other relief to the extent such claims are based on the facts alleged in the Operative Complaint and relate to the wage and hour claims asserted therein; and

D. Any other claims under California law, including the Labor Code, Industrial Welfare Commission Wage Orders, and Business and Professions Code section 17200 *et seq.*, to the extent such claims were or could have been alleged based on the same factual predicate as the claims asserted in the Operative Complaint.

11. Released PAGA Claims by LWDA through Plaintiff, its Designated Agent/Proxy. As of the Effective Date, the LWDA acting on behalf of the State of California, Plaintiff as an authorized representative of the LWDA, and any individual on behalf of the LWDA, shall fully and forever release and discharge all Released Parties from all claims for civil penalties under PAGA based on the facts, theories and allegations described in the PAGA Notice and arising during the PAGA Period (“Released PAGA Claims”), including penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages [violations of Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198]; (2) failure to pay all overtime wages [violations of Labor Code §§ 204, 210, 510, 1194, 1198]; (3) meal period violations [violations of Labor Code §§ 226.7, 512]; (4) rest period violations [violations of Labor Code §§ 226.7, 516]; (5) failure to pay all sick time [violations of Labor Code §§ 246, 1192, 1194 *et seq.*, 1197, 1198]; (6) wage statement violations [violation of Labor Code § 226]; (7) waiting time penalties [violation of Labor Code §§ 201-203]; and (8) failure to reimburse necessary business expenses [violation of Labor Code § 2802]. The Released PAGA Claims apply to claims arising during the PAGA Period. It is the intent of the Parties that, in the event that another PAGA Member were to assert a subsequent claim on behalf of the LWDA, for any claim included in the Released PAGA Claims, Defendant will assert the Settlement Agreement as a defense to any such claims by the LWDA or anyone acting on behalf of the LWDA. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (“Because an aggrieved employee’s action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments 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 the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA

Payments by (a) dividing the thirty-five percent (35%) portion of the PAGA Penalties (\$7,000.00) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member during the PAGA Period.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will evaluate Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel, and shall make a determination regarding each challenge. The dispute may be submitted to the Court for final determination, should Class Counsel and Defendant's Counsel disagree on the initial resolution of the dispute. You cannot appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out), including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class portion of the settlement (i.e., every Non-Participating Class Member).

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.

6. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, telephone number, last four digits of your Social Security Number, and a simple statement that you do not want

to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Lagpacan v. Big Joe California North, Inc.*, Case No. 25CV122747, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by_____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. 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 Defendant are asking the Court to approve. At least sixteen (16) court 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 for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff 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.

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 *Lagpacan v. Big Joe California North, Inc.*, Case No. 25CV122747, and include your name, current address, telephone number, and approximate dates of employment for Defendant 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.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at (time) in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612. 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 a decision. You can attend (or hire a lawyer, at

your own expense, to attend) either personally or virtually. Check the Court's website for the most current information.

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.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed settlement. The easiest way to read the Settlement Agreement, judgment, or any other settlement documents is to go to the administrator's website at [_____]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Court's website by going to (<https://portal.Alameda.courts.ca.gov/?q=Home>) and entering the Case Number for the Action, Case No. 25CV122747.

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

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 (310) 975-1493
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Administrator:

Administrator Name
Mailing Address
Telephone Number
Fax Number
Email

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. 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.

EXHIBIT “B”