



226(a), 226.7, 227.3, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 9-2001, and 17-2001 (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT A.**”

3. On November 3, 2025, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), thereby adding Teresa Howell as an additional Plaintiff and adding a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”), on behalf of the State of California in connection with Plaintiffs and aggrieved employees.

4. Defendant denies all material allegations set forth in the Operative Complaint in the Action and has asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released PAGA Claims.

5. Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendant’s employment and operations policies, practices, and procedures.

6. On October 3, 2024, the Parties participated in mediation with Chris Barnes, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely

for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

#### DEFINITIONS

8. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Action” means the putative class and representative action entitled *Baneli Lomeli, et, al. v. Environmental Alternatives*, in the Superior Court of California for the County of Butte, Case No. 23CV02958.

b. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 13.

c. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Melissa A. LeBlanc-Mansell of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne, LLP.

d. “Class Data” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s last-known full name, mailing address, Social Security Number, the total number of Workweeks worked during the Class Period, and the total number of Workweeks worked during the PAGA Period.

e. “Class Member(s)” or “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period. Defendant represents that the number of Class Members is approximately eight hundred four (804) individuals, as of October 3, 2024.

f. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

g. “Class Period” means the time period from October 23, 2019 through the date of Preliminary Approval of the Settlement or, if applicable, the Alternate Class Period End Date pursuant to

Paragraph 39.

h. “Class Representatives” or “Plaintiffs” means Baneli Lomeli and Teresa Howell.

i. “Class Settlement” means the settlement and resolution of all Released Class Claims.

j. “Court” means the Superior Court of California for the County of Butte.

k. “Defendant” means Environmental Alternatives.

l. “Defendant’s Counsel” means Paul J. Bauer and Michael J. Conway of SAGASER, WATKINS & WIELAND, PC.

m. “Effective Date” means the date on which all of the following have occurred: (a) the Court enters judgment in accordance with its final approval order; (b) judgment is final; and, (c) one of the parties or the Court has provided notice of entry of judgment. The judgment shall be final as of the latest of the following occurrences: (1) if no Settlement Class Member nor the LWDA objects to the settlement, the date the Court enters judgment; (b) if one or more Settlement Class Members or the LWDA objects to the settlement, the day after the deadline for filing a notice of appeal from the judgment; (c) if one or more Settlement Class Members or the LWDA moves to intervene after judgment in order to effectively object to the settlement by seeking to vacate or modify the judgment, the day after the deadline for filing a notice of appeal from the judgment; or, (d) if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur.

n. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares.

o. “Enhancement Award” means the amount to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Action.

p. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

r. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated

in accordance with Paragraph 18.

s. “Individual Settlement Payment(s)” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 17.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 17.

u. “LWDA Payment” means the amount of One Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$113,750.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 16.

v. “Net Settlement Amount” means the Total Settlement Amount less the Court-approved Enhancement Awards, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

w. “Objection” means a Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. “Operative Complaint” means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed on November 3, 2025 in the Action.

y. “PAGA Amount” means the allocation of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) from the Total Settlement Amount as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of

1 the Released PAGA Claims. Sixty-five percent (65%) of the PAGA Amount, or \$113,750.00, will be  
2 paid to the LWDA (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or  
3 \$61,250.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

4 z. “PAGA Employees” means all current and former hourly-paid or non-exempt  
5 employees of Defendant in California employed during the PAGA Period.

6 aa. “PAGA Employee Amount” means the amount of Sixty-One Thousand Two  
7 Hundred Fifty Dollars (\$61,250.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA  
8 Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

9 bb. “PAGA Period” means the time period from September 6, 2023 through the date  
10 of Preliminary Approval of the Settlement, or, if applicable, the Alternate PAGA Period End Date  
11 pursuant to Paragraph 39.

12 cc. “PAGA Settlement” means the settlement and resolution of Released PAGA  
13 Claims.

14 dd. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means any of  
15 the Plaintiffs or Defendant.

16 ee. “Preliminary Approval” means entry of the Court order granting preliminary  
17 approval of the Settlement Agreement.

18 ff. “Released Class Claims” means all claims (whether arising under state, federal,  
19 or local law) not assertable under PAGA and that were alleged, or could have been alleged, based on  
20 the facts pled in the Operative Complaint in the Action and which arose during the Class Period. Without  
21 limiting the foregoing, all claims not recoverable under PAGA relating to unpaid wages (including  
22 claims for failure to pay minimum wages, paid leave wages, straight time wages, overtime and double-  
23 time compensation, whether due by virtue of weekly, daily, or seventh day overtime rules); all claims  
24 related to the timeliness of wage payments (whether regular or final wages); all claims relating to the  
25 failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay  
26 premiums for violations of meal, rest, and recovery period laws (including the failure to make premium  
27 payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to  
28 the provision of wage statements, including the failure to provide wage statements at all and/or wage

1 statements that are complete and accurate; all claims relating to the failure to maintain accurate  
2 employment records or provide such to employees upon request; all claims relating to the failure to  
3 reimburse necessary business expenses; and all claims relating to unfair business practices resulting  
4 from any of the foregoing, including, *inter alia*, §§201, 202, 203, 204, 204b, 210, 218.5, 218.6, 226,  
5 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; any provision of an applicable  
6 Industrial Welfare Commission Wage Order governing the matters discussed in this Paragraph;  
7 California Business and Professions Code §17200, *et seq.*; California Civil Code §§3287, 3288, and  
8 3289; California Code of Civil Procedure §1021.5; and related claims under applicable provisions of  
9 the Fair Labor Standards Act (29 U.S.C. §§201, *et seq.*).

10           gg.     “Released PAGA Claims” means all claims assertable under PAGA and that were  
11 alleged, or could have been alleged, based on the facts pled in the Operative Complaint or the underlying  
12 PAGA Notice in the Action and which arose during the PAGA Period, including, all claims for civil  
13 penalties recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum  
14 wages, straight time wages, paid leave wages, overtime and double-time compensation, whether due by  
15 virtue of weekly, daily, or seventh day overtime rules); all claims related to the timeliness of wage  
16 payments (whether regular or final wages); all claims relating to the failure to provide compliant meal,  
17 rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest,  
18 and recovery period laws (including the failure to make premium payments at all, or failure to make  
19 premium payments at the correct rate of pay); all claims relating to the provision of wage statements,  
20 including the failure to provide wage statements at all and/or wage statements that are complete and  
21 accurate; all claims relating to the failure to maintain accurate employment records or provide such to  
22 employees upon request; all claims relating to the failure to reimburse necessary business expenses; and  
23 all claims relating to unfair business practices resulting from any of the foregoing, including, *inter alia*,  
24 §§201, 202, 203, 204, 204b, 204.3, 221, 223, 226, 226.7, 227.3, 246, 510, 512(a), 551, 552, 558,  
25 1174(d), 1194, 1194.2, 1197, 1197.1 1198, 2800, 2802; and applicable Industrial Welfare Commission  
26 Wage Orders (including, *inter alia*, Nos. 4-2001, 9-2001, and 17-2001) for failure to pay all and overtime  
27 wages due; failure to provide compliant meal periods and associated premiums; failure to provide  
28 compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay

1 all wages timely during employment, failure to pay all wages timely at the time of termination; failure  
2 to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite  
3 payroll records; and failure to reimburse business expenses.

4 hh. “Released Parties” means Defendant Environmental Alternatives and any of its  
5 former and/or current officers, owners, board members, parents, subsidiaries, affiliates, and employees,  
6 and any other entities or persons to whom liability for the Released Class Claims and/or Released PAGA  
7 Claims, as defined herein, could be assigned pursuant to Labor Code § 558.1, or on a joint-employer,  
8 alter-ego, or other liability theory, as well as each of their officers, directors, managers, owners,  
9 executives, partners, executive-level employees, shareholders, agents, attorneys, and any other  
10 predecessors, successors, assigns or legal representatives.

11 ii. “Request for Exclusion” means a Class Member’s written letter indicating a  
12 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of  
13 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last  
14 four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class  
15 Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement  
16 Administrator at the specified address, postmarked on or before the Response Deadline.

17 jj. “Response Deadline” means the deadline by which Class Members must submit  
18 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-  
19 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,  
20 unless the 45<sup>th</sup> day falls on a Sunday or Federal holiday, in which case the Response Deadline will be  
21 extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-  
22 mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen  
23 (15) calendar days from the initial Response Deadline.

24 kk. “Settlement Administrator” means Simpluris, Inc. or any other third-party class  
25 action settlement administrator agreed to by the Parties and approved by the Court for purposes of  
26 administering this Settlement. The Parties and their counsel each represent that they do not have any  
27 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
28 Administrator that could create a conflict of interest.



10. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiffs against Defendant in a non-settlement context.

#### **TERMS OF AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

11. Amendment of Complaint. To implement the terms of the Settlement, Parties have agreed that Plaintiff Baneli Lomeli will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action, that will add Teresa Howell as an additional Plaintiff and add a claim for civil penalties under PAGA. Parties will enter into a separate stipulation seeking an order from the Court granting Plaintiff Baneli Lomeli leave to file the contemplated amended complaint and/or Plaintiff Baneli Lomeli will move the Court for leave to file the contemplated amended complaint (and Defendant will not oppose this request).

12. Funding and Disbursement of the Total Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Defendant shall have no obligation to pay more than the Total Settlement Amount plus Employer Taxes on the wage portion of the Individual Settlement Share to comply with its obligations under this Agreement. Within sixty (60) calendar days after the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into the settlement account to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment

1 to the LWDA; (d) Enhancement Awards to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel;  
2 and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement  
3 Administrator will obtain funds from Defendant that are sufficient for the Employer Taxes that  
4 Defendant must fund separately and in addition to the Total Settlement Amount. The Settlement  
5 Administrator will also undertake filings and remittances in connection with the employee's share of  
6 taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary  
7 for administration of the Settlement.

8 13. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose  
9 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$402,500.00  
10 if the Total Settlement Amount is \$1,150,000.00) and reimbursement of actual costs and expenses  
11 associated with Class Counsel's litigation and settlement of the Action, supported by declaration, in an  
12 amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Total  
13 Settlement Amount subject to Court approval. These amounts will cover any and all work performed  
14 and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the  
15 Action, including without limitation all work performed and costs incurred to date, and all work to be  
16 performed and all costs to be incurred in connection with obtaining the Court's approval of this  
17 Settlement Agreement, including any objections raised and any appeals necessitated by those objections.  
18 Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for  
19 tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and  
20 Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States  
21 Treasuries and bonds or utilize other attorney fee deferral vehicles for Class Counsel, and any additional  
22 expenses for doing so shall be paid separately by Class Counsel and shall not be included within the  
23 Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any  
24 expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by  
25 the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to  
26 Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

27 14. Enhancement Awards. In recognition of their efforts and work in prosecuting the Action,  
28 Defendant agrees not to oppose or impede any application or motion for Enhancement Awards to each

of the Plaintiffs in the amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00). The Enhancement Awards, which will be paid from the Total Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Awards, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Awards to Plaintiffs, or approve them in an amount that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Awards will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Fifteen Thousand Dollars (\$15,000.00). These costs, which will be paid from the Total Settlement Amount subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) from the Total Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section

2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$113,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (35%) or, \$61,250.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or PAGA Employees to additional

1 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest  
2 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
3 Plaintiffs, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits  
4 or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the  
5 Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the  
6 sole payments to be made by Defendant to the Settlement Class Members and PAGA Employees in  
7 connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or  
8 compensation plan document that might have been in effect during the Class Period).

9       20.   Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code  
10 section 2699(s)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the  
11 same time that it is submitted to the Court for preliminary approval.

12       21.   Delivery of the Class Data. Within thirty (30) calendar days of Preliminary Approval,  
13 Defendant will provide the Class Data to the Settlement Administrator.

14       22.   Notice by First-Class U.S. Mail.

15           a.       Within fourteen (14) calendar days after receiving the Class Data from Defendant,  
16 the Settlement Administrator will perform a search based on the United States Postal Service's National  
17 Change of Address Database or any other similar services available, such as provided by Experian, for  
18 information to update and correct for any known or identifiable address changes, and will mail a Class  
19 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all  
20 Class Members via U.S. mail, using the most current, known mailing addresses identified by the  
21 Settlement Administrator.

22           b.       With respect to Class Notices that are returned as undeliverable on or before the  
23 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-  
24 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

25           c.       Dispute Regarding Workweeks. The Class Notice will include the procedure by  
26 which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a  
27 timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be  
28 the exclusive means to determine whether a dispute has been timely submitted. Absent evidence

1 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to  
2 be credited to a disputing Class Member, Defendant's records will be presumed correct and  
3 determinative of the dispute. The Settlement Administrator will evaluate the information and/or  
4 documents submitted by the Class Member and the Settlement Administrator will resolve and determine  
5 the number of Workweeks that the disputing Class Member should be credited with under the  
6 Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

7       23.   Settlement Checks.

8           a.       The Settlement Administrator will be responsible for undertaking appropriate  
9 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to  
10 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA  
11 Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement  
12 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one  
13 check if the intended recipient for both payments is one individual.

14           b.       The Settlement Administrator shall remit and report the applicable portions of the  
15 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this  
16 Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent  
17 necessary to determine the amount of the payroll tax payment required

18           c.       Each Individual Settlement Payment check and Individual PAGA Payment check  
19 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original  
20 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the  
21 cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to  
22 Mountain Valley Child & Family Services of Nevada City, CA ("Proposed *Cy Pres* Recipient"). The  
23 Proposed *Cy Pres* Recipient is a nonprofit organization helping homeless indigent youths, including,  
24 providing counseling and mental health services, and with educational needs to allow students the  
25 opportunity to work toward their full potential through a supportive academic environment. The Parties  
26 and their counsel do not have any interests in the Proposed *Cy Pres* Recipient or involvement within the  
27 governance or work of the Proposed *Cy Pres* Recipient. Should the Court reject Mountain Valley Child  
28 & Family Services of Nevada City, CA as a viable *cy pres* recipient, the Parties agree to select and

1 propose an alternate *cy pres* recipient (“Alternate *Cy Pres* Recipient”) that is an entity that the Parties  
2 and their counsel do not have any interest in and with respect to which they do not have any involvement  
3 in the entity’s governance or work. Payment to the *Cy Pres* Recipient or Alternate *Cy Pres* Recipient  
4 shall be made after the Court enters an order approving the Parties’ stipulation to amend the judgment,  
5 which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5,  
6 *et seq.*

7 d. The Settlement Administrator shall undertake amended and/or supplemental tax  
8 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated  
9 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.  
10 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,  
11 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will  
12 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the  
13 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the  
14 PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA  
15 Payment checks are canceled. The preclusive effect of a judgment entered pursuant to this Class  
16 Settlement and PAGA Settlement will apply to all Settlement Class Members and all PAGA Employees  
17 whose information is included in the Class Data, irrespective of their actual receipt of the Class Notice,  
18 or negotiation of their Individual Settlement Payment and/or Individual PAGA Payment.

19 24. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member  
20 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion  
21 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark  
22 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion  
23 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and  
24 Defendant’s Counsel, the number of timely and valid Requests for Exclusion that were submitted, and  
25 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in  
26 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request  
27 for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
28 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not

1 be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA  
2 Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a  
3 Request for Exclusion.

4 25. Procedures for Objecting to the Class Settlement. Class Members who have not opted  
5 out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To  
6 object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection  
7 to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be  
8 signed by the Settlement Class Member and contain all information required by Paragraph 8(w) of this  
9 Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the  
10 Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise  
11 encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval  
12 Order and Judgment. Settlement Class Members may also present their objection orally at the Final  
13 Approval Hearing, irrespective of whether they submit a written Objection. The Settlement  
14 Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were  
15 timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in  
16 advance of the Final Approval Hearing.

17 26. Reports by the Settlement Administrator Regarding Settlement Administration. The  
18 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which  
19 certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number  
20 of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class  
21 Members who have submitted timely and complete Objections; (d) the number of undeliverable Class  
22 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will  
23 provide to counsel for both Parties any updated reports regarding the administration of the Settlement  
24 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
25 an individual or any other entity regarding inclusion in the Class and/or Settlement.

26 27. Certification of Completion. Upon completion of administration of the Settlement, the  
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
28 Court and counsel for all Parties.

1           28.   Treatment of Individual Settlement Payments and Individual PAGA Payments. Each  
2 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent  
3 (90%) non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions  
4 allocated to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. The  
5 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to  
6 the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for  
7 their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
8 and withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
9 non-wages and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

10           29.   Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
11 will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class  
12 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
13 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all  
14 payroll taxes, contributions, and withholdings to the appropriate government authorities.

15           30.   Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not  
16 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications  
17 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or  
18 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other  
19 communication regarding the Settlement be relied on as such. Plaintiffs, Settlement Class Members, and  
20 PAGA Employees understand and agree that they will be solely responsible for correctly characterizing  
21 any compensation received by them under the Settlement on their personal income tax returns and  
22 paying any and all taxes due for any and all amounts paid to them under the Settlement.

23           31.   Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR  
24 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
25 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
26 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT  
27 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
28 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS

1 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE  
2 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF  
3 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS  
4 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,  
5 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING  
6 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT  
7 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION  
8 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND  
9 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
10 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY  
11 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO  
12 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
13 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES  
14 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
15 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
16 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
17 BY THIS SETTLEMENT AGREEMENT.

18 32. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
19 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
20 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
21 of action or right herein released and discharged.

22 33. Releases of Claims.

23 a. Class Settlement Release. Upon the Effective Date, Plaintiffs and all Class  
24 Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members)  
25 will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and  
26 discharged the Released Parties of and from all Released Class Claims. The statute of limitations on all  
27 Released Class Claims shall be tolled between the Effective Date and the payment deadline described in  
28 Section 12. The releases described herein shall be subsequently invalidated if Defendant fails to fund the

1 Total Settlement Amount by the deadline described in Section 12, and Plaintiffs elect to void the  
2 Agreement.

3 34. PAGA Settlement Release. Upon the Effective Date, Plaintiffs, the State of California  
4 with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and  
5 forever released, settled, compromised, relinquished, and discharged the Released Parties of and from  
6 all Released PAGA Claims pertaining to Plaintiffs and the PAGA Employees. The statute of limitations  
7 on all Released PAGA Claims shall be tolled between the Effective Date and the payment deadline  
8 described in Section 12. The releases described herein shall be subsequently invalidated if Defendant fails  
9 to fund the Total Settlement Amount by the deadline described in Section 12 and Plaintiff elects to void  
10 the Agreement.

11 35. General Release of Claims by Plaintiffs. In addition to the above releases of claims, upon  
12 the Effective Date and full funding of the Total Settlement Amount, Plaintiffs will be deemed to have  
13 fully released and discharged the Released Parties of and from all claims arising from their employment  
14 with Defendant, separation of employment from Defendant, and any acts that have or could have been  
15 asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under  
16 any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor  
17 Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of  
18 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations  
19 Code, California Business and Professions Code, California Fair Employment and Housing Act,  
20 California Constitution (all as amended), and law of contract and tort, as well as for discrimination,  
21 harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation,  
22 emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and  
23 costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims  
24 released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and  
25 benefits available under California Civil Code section 1542, which provides:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR  
27 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR  
28 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.

1 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now  
2 known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle  
3 fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown,  
4 suspected or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount.  
5 Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers'  
6 compensation benefits, claims for unemployment benefits, or other claims that may not be released via a  
7 general release under the law.

8 Plaintiff Teresa Howell ("Howell") further understands and agrees that by signing this Agreement  
9 she is giving up any and all legal claims she has, or may have, against Defendant and other Released  
10 Parties, expressly including claims under the federal Age Discrimination in Employment Act ("ADEA").  
11 Howell acknowledges she has been advised to consult with legal counsel regarding the waiver contained  
12 herein generally, and specifically as to the waiver of claims under the ADEA. Howell understands and  
13 agrees that she has been advised in writing of her right to consult with an attorney of her choice before  
14 signing this Agreement. Howell has 21 days to consider this Agreement, though she may sign it at any  
15 time prior to the expiration of the 21 days. Howell may revoke this Agreement at any time within seven  
16 days after she signs the Agreement. The Agreement shall not take effect until the seven day revocation  
17 period has passed.

18 36. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
19 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for  
20 Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to  
21 the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval  
22 of the Settlement to the extent consistent with this Settlement Agreement. Said motion shall apply to  
23 the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed  
24 upon by the Parties, seeking the following:

- 25 a. Conditionally certifying the Class for settlement purposes only;
- 26 b. Granting Preliminary Approval of the Settlement;
- 27 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 28 d. Preliminarily appointing Class Counsel as counsel for the Class;

1 e. Approving, as to form and content, the mutually-agreed upon and proposed Class  
2 Notice and directing its mailing to the Class by U.S. Mail;

3 f. Approving the manner and method for Class Members to request exclusion from  
4 or object to the Class Settlement as contained herein and within the Class Notice; and

5 g. Scheduling a Final Approval Hearing at which the Court will determine whether  
6 the Settlement should be finally approved as fair, reasonable, and adequate.

7 37. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
8 the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiffs'  
9 motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether  
10 Final Approval of the Settlement should be granted, along with the amounts properly payable for  
11 Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and  
12 Costs, Enhancement Awards, and Settlement Administration Costs. By way of said motion, Plaintiffs  
13 will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval  
14 Order and Judgment") which shall be mutually agreed upon by the Parties, and which will provide for,  
15 in substantial part, the following:

16 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
17 consummation of its terms and provisions;

18 b. Certification of the Settlement Class;

19 c. Appointment of Plaintiffs as representatives of the Settlement Class;

20 d. Appointment of Class Counsel as counsel for the Settlement Class;

21 e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

22 f. Approval of the application for Enhancement Awards to Plaintiffs;

23 g. Directing Defendant to fund all amounts due under the Settlement Agreement and  
24 ordered by the Court; and

25 h. Entering judgment in this Action, while maintaining continuing jurisdiction to  
26 implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement  
27 Agreement.

28 38. Effects of Termination of the Settlement. In the event that the Settlement Agreement is

not approved by the Court, such a development shall have the following effects:

a. The parties shall have the obligation to meet and confer regarding modifications to the Settlement Agreement that are necessary to obtaining final approval of the Settlement Agreement. Such negotiations shall continue until an impasse which, if reached, shall be submitted to Chris Barnes, Esq. for mediation.

b. 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 in the Action prior to the execution of the Settlement Agreement;

c. Neither this Settlement Agreement, nor any ancillary documents, Action, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Action or any other action for any purpose whatsoever; and

d. Any documents generated to bring the Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

e. Class Counsel and Defendant shall have the obligation to split any settlement administration costs that are due and payable except that Defendant will be required to pay all settlement administration costs incurred to date if it withdraws from the Settlement pursuant to Paragraph 59 of this Agreement.

39. Escalator Clause. Defendant estimates that there were approximately 47,187 workweeks during the period from October 23, 2019 to October 3, 2024. Should the number of workweeks increase beyond 10% (i.e., if there are more than 51,906 workweeks) by the date of preliminary approval, Defendant shall have the option of either (a) ending the Class Period on an earlier date such that the workweeks during the Class Period is equal to or less than 51,906 (such date shall be referred to as the “Alternate Class Period End Date”); or, (b) increase the Total Settlement Amount \$20.73 per additional workweek above 51,906. In the event that Defendant chooses to end the Class Period on the Alternate Class Period End Date, then, the PAGA Period will also end on the Alternate Class Period End (and such date shall be referred to as the “Alternate PAGA Period End Date”).

40. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court

1 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section  
2 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and  
3 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-  
4 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

5 41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
6 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set  
7 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 42. Limitation on Publicity. Plaintiffs and Class Counsel agree not to issue press releases  
9 and engage in any publicity regarding the Settlement, except as shall be contractually required to  
10 effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA  
11 Employees. However, for the limited purpose of allowing Class Counsel to prove their experience and  
12 adequacy as class counsel in other Action, Class Counsel may reference the Settlement in the Action  
13 for such purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and  
14 submissions required to be made to the LWDA in conformity with PAGA.

15 43. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
16 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
17 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section  
18 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal  
19 law, which provide that a written agreement is to be construed according to its terms and may not be  
20 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
21 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This  
22 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and  
23 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,  
24 representations, and statements, whether oral or written and whether by a Party or such Party's legal  
25 counsel, are merged herein.

26 44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the  
27 Action (including, and not limited to, the deadline to bring the Action to trial under California Code of  
28 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the

Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

45. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

47. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member. The releases described herein shall bind all Class Members whose information is included in the Class Data and who do not submit a timely and valid Request for Exclusion, regardless of whether they actually receive the Class Notice or negotiate their settlement payment.

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

49. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

50. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All

executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

51. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

52. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable.

53. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

54. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this

1 Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or  
2 proceeding to establish any liability or admission on the part of Defendant or to establish the existence  
3 of any condition constituting a violation of, or a non-compliance with state, federal, local, or other  
4 applicable law.

5 55. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted  
6 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
7 provisions of this Settlement Agreement.

8 56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
9 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
10 more strictly against one Party than another merely by virtue of the fact that it may have been prepared  
11 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
12 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

13 57. Representation by Counsel. The Parties acknowledge that they have been represented by  
14 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that  
15 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in  
16 full by the Parties with the assistance of their respective counsel.

17 58. All Terms Subject to Final Court Approval. All amounts and procedures described in  
18 this Settlement Agreement herein will be subject to final Court approval.

19 59. Right to Withdraw. Defendant shall have the right to terminate this Agreement if more  
20 than 5% of Settlement Class Members timely elect to opt out of the settlement, as determined by the  
21 Settlement Administrator. If Defendant exercises its right under this paragraph, Defendant shall be  
22 solely liable for administrative costs incurred by the Settlement Administrator.

60. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
Melissa A. LeBlanc-Mansell, Esq.  
**LAWYERS for JUSTICE, PC**  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203

Jill J. Parker, Esq.  
S. Emi Minne, Esq.  
**PARKER & MINNE, LLP**  
700 S. Flower Street, Suite 1000  
Los Angeles, California 90017

To Defendant:

Paul J. Bauer, Esq.  
Michael J. Conway, Esq.  
**SAGASER, WATKINS & WIELAND, PC.**  
5260 North Palm Avenue, Suite 400  
Fresno, California 93704

61. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendant:

**IT IS SO AGREED.**

///

///

**PLAINTIFF BANELI LOMELI**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Baneli Lomeli, Plaintiff

**PLAINTIFF TERESA HOWELL**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Teresa Howell, Plaintiff

**DEFENDANT ENVIRONMENTAL ALTERNATIVES**

Dated: January 16, 2026, ~~2025~~

\_\_\_\_\_  


Full Name: Melody King

Title: Executive Director

On behalf of Environmental Alternatives

**APPROVED AS TO FORM:**

**PARKER & MINNE, LLP**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Jill J. Parker

*Attorneys for Plaintiffs and Proposed Class Counsel*

**SAGASER, WATKINS & WIELAND, PC.**

Dated: January 21, 2026

\_\_\_\_\_  


Paul J. Bauer

Michael J. Conway

*Attorneys for Defendant Environmental Alternatives*

**PLAINTIFF BANELI LOMELI**



Baneli Lomeli (Jan 20, 2026 12:51:46 PST)

Dated: 01/20/2026, ~~2025~~

Baneli Lomeli, Plaintiff

**PLAINTIFF TERESA HOWELL**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Teresa Howell, Plaintiff

**DEFENDANT ENVIRONMENTAL ALTERNATIVES**

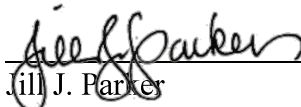
Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Full Name:  
Title:  
On behalf of Environmental Alternatives

**APPROVED AS TO FORM:**

**PARKER & MINNE, LLP**

Dated: January 21, 2026, ~~2025~~



Jill J. Parker  
Attorneys for Plaintiffs and Proposed Class Counsel

**SAGASER, WATKINS & WIELAND, PC.**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Paul J. Bauer  
Michael J. Conway  
Attorneys for Defendant Environmental Alternatives

**PLAINTIFF BANELI LOMELI**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Baneli Lomeli, Plaintiff

**PLAINTIFF TERESA HOWELL**

Dated: 01/20/2026  
\_\_\_\_\_, 2025

Teresa Howell  
[Teresa Howell \(Jan 20, 2026 11:32:26 PST\)](#)  
\_\_\_\_\_  
Teresa Howell, Plaintiff

**DEFENDANT ENVIRONMENTAL ALTERNATIVES**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Full Name:  
Title:  
On behalf of Environmental Alternatives

**APPROVED AS TO FORM:**

**PARKER & MINNE, LLP**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Jill J. Parker  
*Attorneys for* Plaintiffs and Proposed Class Counsel

**SAGASER, WATKINS & WIELAND, PC.**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Paul J. Bauer  
Michael J. Conway  
*Attorneys for* Defendant Environmental Alternatives

# EXHIBIT A

## **NOTICE OF CLASS ACTION SETTLEMENT**

### ***Lomeli v. Environmental Alternatives***

**Superior Court of the State of California for the County of Butte, Case No. 23CV02958**

**You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.**

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Butte. The lawsuit was filed by two individuals, Baneli Lomeli (“Lomeli”) and Teresa Howell (“Howell” collectively with Lomeli, “Plaintiffs”) against Environmental Alternatives (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as the “Parties”), entitled *Lomeli v. Environmental Alternatives*, Butte County Superior Court Case No. 23V02958 (the “Lawsuit”).

In the Lawsuit, Plaintiffs seek to represent: (1) all current and former hourly-paid or non-exempt employees of Defendant in California employed during the period from October 23, 2019 to [Date of Preliminary Approval or Alternate Class Period End Date] (“Class Members”); and (2) all current and former hourly-paid or non-exempt employees of Defendant in California employed during the period from September 6, 2023 to [Date of Preliminary Approval or Alternate PAGA Period End Date] (“PAGA Employees”).

The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendant to fund Individual Settlement Shares, and (2) a “PAGA Settlement” requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

### **1. WHAT ARE MY OPTIONS?**

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                 | <b>Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible).</b><br><br>By doing nothing, you will receive an Individual Settlement Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT</b> | <b>Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement.</b><br><br>You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and who must give up their rights to pursue Released PAGA Claims (see Section 8 below). |
| <b>OBJECT TO THE CLASS SETTLEMENT</b>             | <b>Object to the Class Settlement. You cannot object to the PAGA Settlement.</b><br><br>If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement                                                                                                                                                                                                                                                                                                     |

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                    | Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>CHALLENGE THE CALCULATION OF YOUR WORKWEEKS</b> | <p><b>You may Challenge the Calculation of Your Workweeks.</b></p> <p>The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked during the Class Period and the PAGA Period, respectively. The number of Workweeks that you worked during the Class Period and the PAGA Period, according to Defendant’s records, is stated in Section 6. If you wish to dispute the Workweeks credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than [Response Deadline] as described in Section 6.</p> |

## 2. WHY DID I GET THIS NOTICE?

Defendant’s records show that you were employed as a non-exempt employee by Defendant in California at some point during the period from October 23, 2019 to [Date of Preliminary Approval or Alternate Class Period End Date] (the “Class Period”). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

## 3. WHAT IS THIS LAWSUIT ABOUT?

On October 23, 2023, Lomeli filed a Class Action Complaint for Damages in the Superior Court for the County of Butte. On May 9, 2025, Howell provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that she contends were violated (“PAGA Notice”). Thereafter, on [Date FAC was Filed] Plaintiffs filed the First Amended Class Action Complaint For Damages And Enforcement Action Under The Private Attorneys General Act, California Labor Code § 2698 Et Seq. (the “Operative Complaint”). Plaintiffs alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys’ General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”), among other alleged violations of law more fully stated in the Operative Complaint and related LWDA Notice. In the Operative Complaint, Plaintiffs sought to represent a class of all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the period from October 23, 2019 to final judgment.

Defendant denies all of the material allegations in the Operative Complaint and asserted numerous affirmative defenses.

## 4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiffs’ Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiffs and Defendant have concluded that it is in their respective best interests and the interest of the Class Members and PAGA Employees to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiffs, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant’s potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Employees under the Settlement.

## 5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to the Class

Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Enhancement Awards in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each to Plaintiffs, for a total of Fifteen Thousand Dollars (\$15,000.00), (2) PAGA penalties in an amount not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00), (3) Attorneys’ Fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$402,500.00), (4) Litigation Costs in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), and (5) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

One Hundred Seventy-Five Thousand Dollars (\$175,000.00) of the Total Settlement Amount has been allocated towards penalties under the PAGA (“PAGA Amount”), of which 65% will be allocated to the LWDA (“LWDA Payment”), and the remaining 35% will be allocated to the PAGA Employees (“Employee PAGA Amount”).

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period, and worked at least one day (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion (“Settlement Class Members”) to yield his or her Individual Settlement Share, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Share will be allocated ten percent (10%) to wages, which will be reported on an IRS Form W2, and ninety percent (90%) to non-wages, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Total Settlement Amount. The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

## **6. YOUR WORKWEEKS BASED ON DEFENDANT’S RECORDS**

According to Defendant’s records, during the period from October 23, 2019 to [Date of Preliminary Approval or Alternate Class Period End Date] (i.e., the Class Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [ ] Workweeks.

According to Defendant’s records, during the period from September 6, 2023 to [Date of Preliminary Approval or Alternate PAGA Period End Date] (i.e., the PAGA Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [ ] Workweeks.

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Lomeli v. Environmental Alternatives*, Court Case No. 23V02958); (2) your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) a statement that you dispute the number of Workweeks credited to you and setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct; and (4) any relevant documentation that supports the number of Workweeks you contend that you worked. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline].

## **7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT SHARE?**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if eligible) is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].**

Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

## **8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?**

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Settlement Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Employees. This will bar all Settlement Class Members and PAGA Employees from bringing certain claims against Defendant.

Upon the Effective Date, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims. "Released Class Claims" means all claims (whether arising under state, federal, or local law) not assertable under PAGA and that were alleged, or could have been alleged, based on the facts pled in the Operative Complaint in the Action and which arose during the Class Period. Without limiting the foregoing, all claims not recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, paid leave wages, straight time wages, overtime and double-time compensation, whether due by virtue of weekly, daily, or seventh day overtime rules); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the failure to provide wage statements at all and/or wage statements that are complete and accurate; all claims relating to the failure to maintain accurate employment records or provide such to employees upon request; all claims relating to the failure to reimburse necessary business expenses; and all claims relating to unfair business practices resulting from any of the foregoing, including, inter alia, §§201, 202, 203, 204, 204b, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; any provision of an applicable Industrial Welfare Commission Wage Order governing the matters discussed in subdivision (i); California Business and Professions Code §17200, et seq.; California Civil Code §§3287, 3288, and 3289; California Code of Civil Procedure §1021.5; and related claims under applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.).

Upon the Effective Date, Plaintiffs, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims. "Released PAGA Claims" means all claims assertable under PAGA and that were alleged, or could have been alleged, based on the facts pled in the Operative Complaint or the underlying PAGA Notice in the Action and which arose during the PAGA Period, including, all claims for civil penalties recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, paid leave wages, overtime and double-time compensation, whether due by virtue of weekly, daily, or seventh day overtime rules); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the failure to provide

wage statements at all and/or wage statements that are complete and accurate; all claims relating to the failure to maintain accurate employment records or provide such to employees upon request; all claims relating to the failure to reimburse necessary business expenses; and all claims relating to unfair business practices resulting from any of the foregoing, including, inter alia, §§201, 202, 203, 204, 204b, 204.3, 221, 223, 226, 226.7, 227.3, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1 1198, 2800, 2802; and applicable Industrial Welfare Commission Wage Orders (including, inter alia, Nos. 4-2001, 9-2001, and 17-2001) for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

The statute of limitations on all Released Class Claims and Released PAGA Claims shall be tolled between the Effective Date and the payment deadline. The releases described in this notice shall be subsequently invalidated if Defendant fails to fund the settlement by the deadline provided, and Plaintiffs elect to void the Agreement.

“Released Parties” means Defendant and any of its former and/or current officers, owners, board members, parents, subsidiaries, affiliates, and employees, and any other entities or persons to whom liability for the Released Class Claims and/or Released PAGA Claims, as defined herein, could be assigned pursuant to Labor Code § 558.1, or on a joint-employer, alter-ego, or other liability theory, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at [www. \[REDACTED\]](http://www. [REDACTED]). If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

## **9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?**

### **A. PARTICIPATE IN THE SETTLEMENT**

**If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 8 above. As a Settlement Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

### **B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT**

**If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement.** The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Lomeli v. Environmental Alternatives*, Court Case No. 23V02958); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a clear statement that you request to be excluded from the Class Settlement; and (4) be mailed to the Settlement Administrator, postmarked no later than **[Response Deadline]** to the following address:

**[Name of Settlement Administrator]  
[Mailing Address]**

Requests for Exclusion that are postmarked after **[Response Deadline]** will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

### **C. OBJECT TO THE CLASS SETTLEMENT**

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Lomeli v. Environmental Alternatives*, Court Case No. 23V02958); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state the grounds for the objection along with any legal and factual support for the objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B).

## **10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department 6 of the Butte County Superior Court, located at 1775 Concord Avenue, Chico California 95928, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Enhancement Awards. The hearing may be postponed without further notice to Class Members, so be sure to check the Court's website if you plan to appear at the hearing. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

## **11. WHAT IF I HAVE QUESTIONS?**

A complete copy of the Settlement Agreement and this Notice are available at [www.](http://www.) [redacted]. This website may be updated periodically to update the Class Members on any developments in the case.

You may also view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 1775 Concord Avenue, Chico California 95928, during business hours, or for free online by visiting the following website: <https://www.butte.courts.ca.gov/online-services/case-information>, clicking "Case Search", clicking "Smart Search," and typing in the Court Case Number "23CV02958."

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

Arby Aiwarzian, Esq.  
Joanna Ghosh, Esq.  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020

Jill J. Parker, Esq.

S. Emi Minne, Esq.  
**PARKER & MINNE, LLP**  
700 S. Flower Street, Suite 1000  
Los Angeles, California 90017  
Telephone: (310) 882-6833

The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]

[Mailing Address]

[Telephone Number]

If desired, you may also contact Defense Counsel, whose contact information is as follows:

Paul B. Bauer, Esq.

Michael J. Conway II, Esq.

**SAGASER, WATKINS & WIELAND PC**

5260 N. Palm Ave., Ste. 400

Fresno, CA 93704

Telephone: (559) 421-7000

**DO NOT CONTACT THE COURT ABOUT THIS NOTICE.**