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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PHILIP PAUL, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

KNEEDLER FAUCHERE SOUTHERN
CALIFORNIA, a California Corporation;
GREGORIUS/PINEO, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 25STCV15030

*[Assigned to Hon. Bruce Iwasaki, Dept. 11, for
all purposes]*

**DECLARATION OF BRIAN J. MANKIN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: January 7, 2027

Time: 10:00 a.m.

Dept.: 11

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiff in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL'S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 nearly 25 years in practice. Over the last 19 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 300 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future. In this regard, I'm attaching as **Exhibit 1** a
13 list of over 220 resolved/settled class actions, collective actions and/or PAGA actions that I've
14 handled in the last 15 years. This list excludes currently active cases, as well as cases that I
15 handled prior to 2010.

16 4. As part of these settlements and judgments, I have recovered in excess of \$300
17 million in damages for my clients and the class members (who often work as nurses, ambulance
18 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
19 countless other trades). My team and I once held the record for the largest PAGA-only case in
20 California's history - a \$12.5 million-dollar court approved settlement, which followed extensive
21 litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50
22 company (*Garcia v. Macy's*, San Bernardino Superior Court).

23 5. I have tried two major class and PAGA cases against Fortune 100 companies over
24 the last few years. I was lead counsel in a PAGA case that my firm tried in the Orange County
25 Superior Court and received a \$425,000 judgment. I was co-counsel in a class action case
26 against Walmart that was tried to the jury in District Court, wherein the jury awarded Plaintiffs
27 over \$6 million. Both cases were appealed, and ultimately the jury trial verdict was affirmed and
28 the PAGA case was reversed and remanded.

1 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
2 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
3 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
4 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that
5 only 5% of lawyers receive.

6 **BRIEF SUMMARY OF THE SETTLEMENT**

7 7. As requested by the Court’s model form agreement, I hereby represent that I am
8 unaware of any other pending matter or action asserting claims that will be extinguished or
9 adversely affected by the Settlement. Moreover, I have no personal or financial relationship
10 with the Administrator.

11 8. Following a contested litigation process, Plaintiff and Defendants (collectively,
12 the “Parties”) entered into a Class Action and PAGA Settlement Agreement based on the LA
13 model agreement (the “Settlement Agreement” or “S.A.”), which is attached hereto as **Exhibit**
14 **2**. To facilitate the Court’s review of the S.A., a redlined version is attached as **Exhibit 3**
15 showing the changes that were made to the model agreement.

16 9. The Settlement Agreement seeks to release and discharge Defendants from the
17 claims brought against it in exchange for Defendant’s agreement to pay \$399,000 on a non-
18 reversionary, non-claims made basis (each Class Member will receive his/her share of the Net
19 Settlement Amount without having to submit a claim form or take any action, except for those
20 who opt-out). As set forth in the motion and Settlement Agreement, Plaintiff seeks to represent
21 “All current and former nonexempt employees of Defendants Kneedler Fauchere Southern
22 California and Gregorius/Pineo, Inc., who worked for Defendants in California at any time
23 during the Class Period of May 21, 2021, through June 30, 2026.”

24 10. Under the terms of the Settlement Agreement, Defendants will not oppose
25 Plaintiff Counsel’s application for a reasonable award of attorney’s fees not to exceed
26 \$133,000.00 (1/3 of the Gross Settlement Amount), litigation expenses not to exceed \$25,000,
27 Settlement Administrator Costs of \$8,200, PAGA penalties of \$30,000 (with 65% to the
28 LWDA and 35% to the Aggrieved Employees on a pro rata basis), and a Service Payment of

1 \$10,000 to Plaintiff Philip Paul (“Class Representative”). (S.A. ¶ 3.2 et seq.). After subtracting
2 the agreed-upon deductions from the Settlement Amount, approximately \$192,800.00 will be
3 available to pay the Individual Class Payments to approximately 55 Class Members (who do
4 not opt-out of the settlement), as follows:

<i>Gross Settlement Amount</i>	\$ 399,000.00
Attorneys’ Fees (1/3)	\$ 133,000.00
Litigation Costs (not to exceed)	\$ 25,000.00
Administrator Costs (not to exceed)	\$ 8,200.00
PAGA Penalties	\$ 30,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 192,800.00

10 11. Assuming 55 Class Members, the average payment to each class member will be
11 approximately \$3,505 (\$192,800.00 / 55). However, the actual payment will be calculated on a
12 pro-rata basis according to the number of Weeks Worked by the Class Member. In addition,
13 the Aggrieved Employees will receive a share of the \$10,500 in PAGA Penalties (35% of the
14 \$30,000 PAGA allocation), calculated pro-rata based on approximately Weeks Worked during
15 the PAGA Period.

16 12. Each Class Member will receive the Class Notice, explaining the nature of the
17 case, and the process for participating, objecting and opting-out, and advising of his/her
18 estimated settlement payment and the number of Weeks he/she is credited with working during
19 the Class Period (attached hereto as **Exhibit 4**).

20 **PROCEDURAL BACKGROUND**

21 13. My office has performed considerable work and diligently investigated and
22 prosecuted this case to a successful conclusion. Our work has resulted in the creation of a
23 significant settlement fund for the benefit of the Class. We efficiently communicated and
24 exchanged information informally with Defense counsel which enabled the parties to
25 successfully settle the case. Because of the risks involved in litigating the case and the contested
26 legal and factual issues, we believe this settlement to be fair, reasonable, and adequate.

27 14. After being retained by Plaintiff, we sent a letter to Defendants requesting the
28 production of Plaintiff’s personnel and timekeeping records in order to further evaluate his wage

1 and hour claims. On May 9, 2025, we submitted a letter to the California Labor Workforce
2 Development Agency (the “LWDA”) for civil penalties under the Private Attorney General Act
3 of 2004 (the “PAGA”), which is attached hereto as **Exhibit 5**.

4 15. Plaintiff then filed a class action complaint in the Court alleging claims for: (1)
5 Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal
6 Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse for Business Expenses; (6)
7 Failure to Pay Vested Vacation; (7) Failure to Timely Pay Final Wages; (8) Failure to Provide
8 Accurate Itemized Wage Statements; and (9) Unfair and Unlawful Competition. Separately, on
9 July 17, 2025, Plaintiff filed a PAGA-only complaint, alleging PAGA claims against Defendants
10 (Case No. 25TRCV02372).

11 16. After litigation commenced, Defendants retained counsel and immediately began
12 to defend the case. After early discussions among counsel, the Parties agreed to attend private
13 mediation. In preparation for mediation, the Parties informally exchanged documents and
14 information that allowed both sides to calculate the potential damages and evaluate potential risk,
15 including policies and procedures pertaining to the claims, statistics relating to the number of
16 current and former employees, number of shifts, workweeks and pay periods worked and other
17 things, and a sampling of payroll and timekeeping records for Class Members. This information
18 enabled both parties to take a deep dive into the claims. Additionally, during this process,
19 Plaintiff and his counsel analyzed, researched, and investigated the potential issues, including
20 matters related to the calculation of damages, trial, and appellate issues and risks.

21 17. On March 11, 2026, Plaintiff and Defendants participated in mediation before
22 Hon. Daniel J. Buckley (Ret.), a retired Los Angeles Superior Court judge and employment
23 mediator. At the conclusion of mediation, and after extensive arms-length negotiations, the
24 mediator issued a mediator’s proposal which was ultimately accepted by the Parties. Pursuant to
25 the Settlement, Plaintiff filed a first amended complaint in the Class Action on May 11, 2026,
26 consolidating the PAGA Action with the Class Action.

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1 **THE WAGE AND HOUR CLAIMS AND CLASS COUNSEL’S INVESTIGATION**

2 18. Plaintiff alleged numerous wage and hour violations on behalf of the Class.
3 However, Defendants vigorously contested and denied each of Plaintiff’s material allegations on
4 the merits and as to the propriety of a class action or PAGA representative action. Still, Plaintiff
5 believed there were several strong claims.

6 19. For instance, Plaintiff alleged unpaid wage claims under several theories. *First*,
7 Plaintiff alleged that Defendants paid the Class on an hourly basis plus additional earned
8 compensation but failed to include this compensation in the regular rate calculations, leading to a
9 failure to pay all required overtime, sick pay, and meal premiums. *Second*, Plaintiff alleged that
10 he and the Class were often required to work off-the-clock without pay. *Third*, Plaintiff argued
11 that, on occasions that he and the Class worked shift in excess of 12 hours, Defendants failed to
12 pay mandated doubletime. But Defendants vehemently opposed these claims on the merits and
13 as to the propriety of class certification.

14 20. Plaintiff also alleged that he and the Class Members were often denied compliant
15 meal and rest breaks due to the nature of the work. However, Defendants argued that it provided
16 and made all mandated meal and rest breaks available to the Class, and any employee who did
17 not take a break did so entirely of their own volition. Thus, Defendants argued that these claims
18 were without merit because, for each violation, a factfinder would have to determine why a break
19 was noncompliant, because if it was by the employee’s choice, no liability attaches to Defendants.

20 21. Finally, Plaintiff alleged a variety of other claims (all of which Defendants
21 disputed), such as the failure to reimburse business expenses, failure to timely pay wages upon
22 separation of employment and failure to provide accurate itemized wage statements.

23 22. Despite the disputed nature of the claims, the Parties concluded that further
24 litigation of the Action would be protracted and expensive, and that it is desirable that the Action
25 be fully and finally settled to limit further risk, expense, and protracted litigation.

26 **EVALUATION OF THE SETTLEMENT**

27 23. In preparation for mediation, Peter Carlson, a senior associate with 12 years of
28 litigation experience within my office, and I formulated a damages model and risk analysis based

1 upon detailed data obtained through informal discovery and information exchanges. The
2 summary below is based on these calculations, and the risks we potentially faced, giving
3 significant credit to the defenses Defendants raised or would like raise in further proceedings.

4 24. Following the formal discovery, an informal exchange, and other information
5 provided by Defendants, we estimated the following data points through the date of mediation:
6 (1) 55 Class Members, (2) 6,350 workweeks during the Class Period, (3) 28,575 shifts worked
7 during the Class Period, and (4) approximately 600 wage statements during the PAGA Period.
8 From these metrics, and when factoring in claim certification probabilities and liability
9 probabilities, we formulated detailed damages models to value the claims in preparation for
10 mediation and to reach a realistic and reasonable resolution.

11 25. Here, there were several categories of claims alleged by Plaintiff, including but
12 not limited to: (1) unpaid wage claims under various theories, (2) meal and rest break violations,
13 (3) derivative claims for waiting time and wage statement penalties due to the other alleged
14 violations, (4) unreimbursed expense claims, and (5) PAGA claims.

15 26. As to the unpaid wage claims, Plaintiff alleged various distinct theories of
16 liability. First, Plaintiff alleged that Defendants often paid Class Members on an hourly basis
17 with additional earned compensation, yet failed to include those amounts in regular rate of pay,
18 leading to unpaid overtime, meal premiums, sick pay, and vacation pay. Second, Plaintiff
19 alleged that they were frequently required to work off-the-clock without compensation. Third,
20 Plaintiff argued that, on the occasions that he and the Class were required to work over 12 hours
21 in a shift, Defendants failed to pay mandated doubletime compensation. In total, we estimated
22 the maximum value of these unpaid wages to be approximately \$400,000. However, Defendants
23 vehemently opposed these unpaid wage claims on the merits and as to the propriety of class
24 certification. For example, as to the regular rate claims, Defendants argued that: (1) as to the
25 nondiscretionary payments, Defendants paid the overtime “true-up” required by law and, thus,
26 no regular rate claims can succeed, and (2) as to other payments, those were discretionary and
27 properly excluded from the regular rate. Moreover, in addition to its other defenses on the
28 merits, Defendants argued that Plaintiff would be unable to meet the evidentiary burden at

summary judgment and/or trial because Plaintiff and the Class would be unable to introduce evidence as to the amount of unpaid wages (since certain claims are not apparent from the timekeeping records alone), thus defeating liability. Due to these defenses and arguments, Plaintiff assigned appropriate risks for these unpaid wage claims at the class certification stage and on the merits, and calculated the risk-adjusted value of the unpaid wage claims as \$150,000.

27. Plaintiff also alleged meal and rest break claims against Defendants. Based on analysis of the timekeeping records, we assessed a 35.9% violation rate for meal breaks and a 40% violation rate for rest breaks. This results in a total of 10,258 meal period violations and 11,430 rest break violations, and a maximum exposure of \$289,275 for meal periods and \$322,326 for rest breaks (when multiplied by the applicable § 226.7 premium rate of \$28.20). However, Defendants raised numerous arguments in response to this claim, including that it maintained fully compliant written policies and specifically authorized the Class Members to take meal and rest breaks, meaning that no one had a reason or cause to miss a break or take a short/late break. Therefore, Defendants asserted that a fact-finder would have to determine for each Class Member whether a break was missed and why, and why a break was noncompliant or nonexistent, because if it was by the employee's choice, no liability attaches to Defendants. These defenses are factored into Plaintiff's analysis in two ways. First, these issues raise questions regarding whether the meal and rest break claims could be certified; second, these defenses also go toward the merits given the evidentiary question of proving the number of meal and rest violations. As such, we calculated the risk-adjusted value for the meal period claims as \$141,745 and for the rest break claims at \$135,377.

28. Plaintiff also alleged claims for waiting time penalties and wage statement violations. The maximum values for these claims were as follows: (1) \$224,698 for waiting time penalties [32 former employees x \$234.06 average daily pay x 30 days], and (2) \$58,000 for wage statement violations [1,083 wage statements at \$50/\$100 under § 226(e)]. But Defendants raised a variety of defenses to these derivative claims that impacted the valuation.

29. Namely, as to the wage statement violations, Defendants argued that its wage statements did not violate Labor Code § 226, and that "derivative" violations cannot trigger

1 liability under § 226 and, even if there was a “technical” violation, Plaintiff would be unable to
2 prove the required “knowing and intentional” and “injury” elements. As such, Plaintiff
3 calculated a risk-adjusted value of \$24,360 for the wage statement violations.

4 30. Then, as to the waiting time penalty claims, the valuation had to account for the
5 fact that this claim was derivative of the unpaid wage and meal/rest break claims and, if those
6 claims failed at certification or on the merits, there would be no waiting time penalties owed, so
7 the same risks for those claims applied to this claim. Furthermore, even if the unpaid wage
8 and/or meal/rest claims succeeded at certification and on the merits, Defendants argued that the
9 claim would fail because Plaintiff could not prove that the violations (if any existed) were
10 “willful” under the meaning of Labor Code § 203. Defendants also argued there was no
11 “willful” violation since they had compliant written policies and any deviations therefrom were
12 inadvertent and unintentional. Additionally, Defendants argued that they had several “good
13 faith” defenses that prevents imposition of the waiting time penalties. As a result of these
14 myriad defenses and risks, we calculated the risk-adjusted value of the § 203 claim as \$161,782.

15 31. Finally, Plaintiff alleged that Defendants failed to reimburse the Class Members
16 for all expenses necessary to carry out tasks for Defendant. Plaintiff calculated the maximum
17 potential unreimbursed expenses as \$25,400 based on \$10 in unreimbursed expenses during 40%
18 of the 6,350 workweeks. However, Defendants disputed that Class Members were required to
19 incur any expenses; thus, any expenses (if any were incurred) were not “reasonable” or
20 “necessary” and, thus, Defendants did not have an obligation to reimburse for such expenses.
21 Given the fact-intensive nature of this claim, and possible individualized issues, Plaintiff
22 calculated the risk-adjusted value of the expense claim as \$9,144.

23 32. In sum, when factoring in the defenses and risks of ongoing litigation (and
24 possible appeals), we calculated the maximum and risk-adjusted value of the claims as follows:

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Claim	Class Values	
	Maximum	Risk-Adjusted
Unpaid Wages	\$400,000	\$220,000
Meal Periods	\$289,275	\$141,745
Rest Breaks	\$322,326	\$135,377
Wage Statement	\$58,000	\$24,360
Waiting Time Penalties	\$224,698	\$161,782
Business Expenses	\$25,400	\$9,144
Totals	\$1,319,699	\$692,408

33. The reasonableness of the settlement is apparent from the fact that the proposed settlement is 57.6% of the risk-adjusted class damages and penalties. And while the PAGA penalties had a maximum value in the six figures if “stacking” is allowed (if no “stacking” was allowed, the maximum value was \$60,000), this fails to acknowledge that courts have wide latitude to reduce the civil penalties “based on the facts and circumstances of a particular case” and if “to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code § 2699(e)(2). Moreover, Defendants argued against the merits of the underlying claims and particularly that the “willfulness” standard and/or “good faith” defenses mitigated the civil penalty claims and rendered any such penalties as uncertain. Defendants also argued it is improper to stack civil penalty claims on top of underlying statutory claims. For these reasons, the Parties submit that this settlement is fair and reasonable.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE

34. The settlement was the product of extensive arm’s length negotiations, facilitated by an experienced mediator and then through direct negotiations. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The settlement reached is the product of substantial effort by the parties and their counsel. Although we believed that there was a possibility of certifying the claims, we recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate.

1 35. The settlement will result in a fair payment to each class member based on the
2 percentage of weeks each Class Member worked during the Class Period. As set forth
3 hereinabove, Plaintiff and his counsel have diligently investigated the claims and defenses on
4 behalf of the Class Members and worked to achieve a resolution of the claims to maximize the
5 recovery by avoiding further expenditure of attorneys' fees and costs. After evaluating the
6 significant risks attendant with further litigation described above and weighing them against the
7 benefits of a known compromise and settlement as set forth in the Settlement Agreement,
8 settlement on the terms agreed to is believed to be in the best interest of Plaintiff and the Class,
9 and is a fair and reasonable resolution of the claims alleged.

10 36. My office brought to bear a great deal of experience in negotiating the settlement
11 of this case. As detailed herein, my office engaged in the necessary discovery and investigation,
12 making it possible to exercise informed judgment throughout the settlement process, including
13 significant document review (e.g. documents pertaining to Defendants' policies and procedures,
14 personnel documents, among others), and conducted an extensive analysis of the detailed class-
15 wide data provided by Defendants.

16 37. Based on my experience in other cases, including wage and hour matters, I
17 believe I am qualified to evaluate the class claims and viability of defenses in this class action.
18 In this case, the recovery for each class member is reasonable, fair, and adequate, and a
19 settlement at this time is in the best interests of the class. The settlement provides each class
20 member with compensation for the alleged violations when viewed in relation to the costs and
21 risks inherent in obtaining class certification and proceeding to trial.

22 38. Plaintiff's counsel, as well as Defendants' counsel, fully endorse the terms and
23 conditions of the settlement as set forth in the abovementioned Settlement Agreement.

24 39. Of course, the settlement amount represents a compromise figure, taking into
25 account the various risks surrounding class certification and the merits of Defendants' asserted
26 defenses. Nevertheless, the settlement provides for fair and adequate payments to the class
27 members, with no reversion to Defendants.

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1 **PLAINTIFF’S REQUESTED ENHANCEMENT PAYMENT**

2 40. Plaintiff seeks an enhancement payment of \$10,000 for his service to the class,
3 which I believe is fair and warranted. Plaintiff came forward in an effort to effectuate a policy
4 and practice change that benefitted all other Class Members, and to recover unpaid wages. He
5 assumed significant risk in bringing this litigation—namely, had he lost, he could have been
6 ordered to pay Defendants’ costs.

7 41. Plaintiff provided invaluable assistance to my office and the Class in this case,
8 including providing factual background for the Class Complaint; reviewing the litigation
9 documents; providing information and documents about Defendants’ policies and practices;
10 participating in phone calls to discuss litigation and settlement strategy; and reviewing the
11 settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal
12 benefit. At final approval, Plaintiff will submit a comprehensive declaration setting forth all of
13 the reasons why he believes that the service award should be approved.

14 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
15 **REQUESTED FEES AND COSTS**

16 42. As set forth above, I have handled over 300 class and representative actions, have
17 been appointed as class counsel and have successfully resolved over half of those cases, and
18 many others remain pending and will successfully resolve in the future.

19 43. When this case was taken on a contingency fee basis, with my firm agreeing to
20 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
21 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,
22 and mediation costs. There was never a guarantee that we would recoup those expenditures.

23 44. It is my experience that attorney fee awards of one-third of a common fund
24 settlement is the standard in California. In this case, Plaintiff’s counsel agreed to seek one-third
25 of the Settlement Amount for attorneys’ fees. Defendants do not oppose this fee request. The fee
26 is further warranted because it is within the range of reasonableness typically awarded in class
27 actions. The costs are reasonably capped at \$25,000 and will be based on the actual amount of
28 costs incurred at the time of final approval.

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46. Plaintiff has concurrently submitted the settlement and motion documents to the LWDA in accordance with Labor Code § 2699(1)(2). The proof of submission is attached hereto as **Exhibit 6**.

EXHIBITS AND CONCLUSION

47. A list of over 220 resolved/settled class actions, collective actions and/or PAGA actions that I've handled in the last 16 years is attached as Exhibit 1. This list excludes currently active (non-settled) cases, as well as cases that I handled prior to 2010.

49. The proposed Class Notice is attached hereto as Exhibit 4.

51. The LWDA's confirmation of receipt of this Motion, Declarations and exhibits is attached hereto as Exhibit 6.

52. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the settlement as being fair, reasonable, and in the best interests of the class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement payment to the Class Representative.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 24, 2026, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “1”

Completed Class/Collective/PAGA Cases		
Case Name	Venue	Case Number
Abdelmalak v. Prime Healthcare	San Bernardino	CIVDS2127232
Acevedo v. DCH	Los Angeles	JCCP No. 4833
Aguirre v. DirecTV	USDC	2:16-cv-06836
Aguirre v. WellQuest	Los Angeles	19STCV15699
Aldana v. Coreslab	Riverside	CVRI2300287
Alvarez v. Spenuzza	Riverside	CVRI2304283
Alvarado v. Alta Resources	San Bernardino	CIVSB2304861
Angulo v. CCX2931, et al.	Los Angeles	BC717320
American Tire Wage & Hour Cases	San Bernardino	JCCP5239
Antuna v. GATX	San Bernardino	CIVDS1928516
Aquino v. Eat Sweet Farms	Santa Barbara	22CV00203
Arellano v. Pacific Award Metals	Los Angeles	22STCV13489
Arreola v. Fleet Services	Orange	30-2023-01316151
Arroyo v. Hardin Automotive	Orange	30-2013-00648090
Arroyo v. Riverside Auto	Riverside	RIC1200257
Bass v. Southern Refrigerated	San Bernardino	CIVDS1705054
Bautista v. ServiceFirst	San Bernardino	CIVSB2302978
Beard v. Certified Tire	Riverside	RIC1816800
Biggart v. Creative Comm	San Bernardino	CIVDS1920394
Blanco v. Savage BMW	San Bernardino	CIVRS1200316
Boguett v. American Woodmark	San Bernardino	CIVSB2222761
Bomar v. Gra-Gar	San Bernardino	CIVDS1618056
Boyd v. May Trucking	USDC	5:17-cv-02166
Bradley v. Amphastar	San Bernardino	CIVDS1607456
Brewer v. Connell Chevrolet	Orange	30-2013-00852123
Burgos v. Destiny Hospice	San Bernardino	CIVSB2308809
Brown v. Joshua's Pest Control	Riverside	CVRI2402875
Brown v. Minute Clinic	Orange	30-2021-01185270
Caballero v. AMFC	San Diego	37-2022-00050163
Calderon v. Prudential	Los Angeles	22STCV13172
Carr v. H&IC Bros.	San Bernardino	CIVDS1711425
Carr v. K&B Electric	Riverside	RIC1904970
Carranza v. Dreamfields	San Bernardino	CIVSB2216530
Carrillo v. BlulSky	San Bernardino	CIVSB2105793
Cassidy v. Pep Boys	San Diego	37-2017-00038364
Castelo v. Millemiaaero	San Bernardino	CIVDS1825783
Castner v. Jessup Brothers	Riverside	INC10009311
Castner v. Palm Sprins Motors	Riverside	INC10009313
Castner v. VIP Motor Cars	Riverside	INC1102993
Cedano v. McPeck	Orange	30-2013-00648284
Chang v. FWL	Los Angeles	BC625531
Chavez v. Equipment Depot	Riverside	CVRI2403491
Coleman v. Flagstar	San Bernardino	CIVSB2309384
Collado v. Intelligrated Systems	San Bernardino	CIVDS1506443
Constant v. Rooter Ranger	San Bernardino	CIVSB2206149

Constante v. Eddie's Trucking	San Bernardino	CIVDS1902466
Cooper v. ExlService	San Bernardino	CIVSB2308059
Coronado v. Global One	San Bernardino	CIVDS1606686
Cortes v. CTDI	San Joaquin	2021-0005136
Cortez v. DMA Enterprises	Ventura	56-2010-00366970
Carr v. H&IC Bros.	San Bernardino	CIVDS1711425
Cruz v. CT Corp.	Orange	30-2022-01261966
Cruz v. Sterling	Orange	30-2016-00864990
Cuevas v. Adesa	Riverside	RIC1507066
Cuevas v. FHI	Riverside	RIC1713814
Cuevas v. Tarlani	San Bernardino	CIVSB2202953
Davila v. Keyes Motors. Inc.	Los Angeles	BC497604
Delara v. Indio Pontiac	Riverside	PSC1301916
DeLaCruz v. CIC	Riverside	RIC2000344
Delgado v. Elite Rooter	Los Angeles	23STCV25139
DePeralta v. Genesis Healthcare	Los Angeles	BC552963
Diaz v. Legacy Tile	Riverside	CVRI2104520
Dominguez v. Kenco	Riverside	CVRI2105393
Elwell v. Diversity Wireless	San Bernardino	CIVSB2134554
Estrada v. Eco Shield	San Bernardino	CIVDS1821895
Estrada v. MVT	San Bernardino	CIVDS1620885
Estrada v. Ventura Foods	San Bernardino	CIVDS1903407
Estrada v. Witron	San Bernardino	CIVDS1719080
Evans v. Neovia	San Bernardino	CIVDS1806659
Figueroa v. Mossy Ford	San Diego	37-2014-00028426
Fimbres v. Vons	Riverside	RIC1904892
Finger v. PRH	Riverside	CVRI2101956
Flores v. Nikkiso	Riverside	CVRI2204626
Flores v. PMT	Riverside	CVRI2402632
Flores v. Sunrise Respiratory	San Bernardino	CIVSB2127592
Galdamez v. Rush Truck Center	Los Angeles	BC528888
Fisher/Galdamez v. Supreme Truck Bodies	Riverside	CVRI2200207
Gallardo v. CCCS	Riverside	CVRI2303068
Gallardo v. Tee For 2	San Bernardino	CIVDS1719564
Garcia v. Coach	USDC	5:18-cv-01537
Garcia v. Harkins	USDC	5:18-cv-02314
Garcia v. Macy's	San Bernardino	CIVDS1516007
Gharavi v. Censeo Health	San Bernardino	CIVDS1906608
Gieling v. BSRO Retail Operations	Los Angeles	JCCP 4638
Gomez v. Goldmax	Orange	30-2012-00577321
Greendale v. Andersen Windows	San Bernardino	CIVDS2016569
Guthrie v. ITS Logistics	USDC	1:21-000729
Guzman v. Deckers	Riverside	CVRI2100707
Hagon v. Transport America	San Bernardino	CIVSB2203409
Haney v. JPI Development	Riverside	RIC537695
Harper v. Hamner Towing, Inc.	San Bernardino	CIVSB2127523
Hernandez v. Astro	San Bernardino	CIVDS2011280
Hernandez v. CPS Southwest	Orange	30-2018-00987834

Hernandez v. Cryogenic	San Bernardino	CIVDS1612524
Hernandez v. Jack B. Kelley	San Bernardino	CIVDS1704346
Hernandez v. Room & Board	Los Angeles	22STCV30047
Hernandez v. Walmart	USDC	5:17-cv-01415
Hill v. Amazon	Riverside	RIC1614641
Iversen v. Kelle's	San Diego	37-2016-00013606
Iversen v. Toyota of Orange	Orange	30-2013-00665366
Jimenez v. Pina Enterprises	San Bernardino	CIVSB2301759
Johnson v. JG Wentworth	San Diego	37-2022-00048277
Johnson v. SFHCR	San Francisco	CGC-22-597785
Klimek v. Kingspan	Alameda	CV-21-004201
Labra v. Penn Emblem	Riverside	CVRI2300385
Labra v. Sutter	Los Angeles	20STCV18751
Lara Diaz v. Shamrock	Riverside	RIC2004126
Legorreta v. Paradise	Riverside	RIC1723591
Leon v. Adcomm	San Bernardino	CIVDS1832675
Leon v. Gordon Trucking	San Bernardino	CIVDS1511918
Lepe v. Big Lots	San Bernardino	CIVDS1825693
Libby v. Psycare	San Diego	37-2019-00030656
Lopez Munoz v. Pentair	Ventura	56-2019-00525013
Lopez v. Care Funeral Services	San Bernardino	CIVDS1305650
Lopez v. Heartland	Riverside	RIC1901461
Lopez v. JBGC	San Bernardino	CIVDS2013277
Lopez v. Martinez Concrete	San Bernardino	CIVSB2208282
Lopez v. Ramona Tire	Riverside	INC1208982
Lopez v. Unicars, Inc.	ARB	13-5105
Lorenz v. Hawk Transport	San Bernardino	CIVSB2303256
Lupercio v. Access Exterminator	San Bernardino	CIVDS1921036
Lynn v. Wild Rocket	ADR	09-6908-
Macias v. Team Nissan	Ventura	56-2013-00431856
Maciel v. Shambaugh	Los Angeles	21STCV30747
Maldonado v. Add-On	Orange	30-2021-01206062
Marquez v. SharkNinja	San Bernardino	CIVDS1700491
Martinez v. Baxalta	Los Angeles	BC705969
Martinez v. Burlington	San Bernardino	CIVSB2129538
McCulloch v. The Gill	Los Angeles	BC722742
Medina v. Citistaff Solutions	Riverside	RIC1500664
Medina v. Howard Roofing	San Bernardino	CIVSB2312233
Mejia v. Mossberg	San Bernardino	CIVDS1724635
Melena v. Andy Frain	Orange	CIVDS1901476
Merritt v. DMA Claims	Los Angeles	21STCV31200
Micheal v. BMW of Riverside	Riverside	RIC1201709
Micheal v. Mercedes Benz	ARB	A196865-27
Mills v. Target	USDC	5:20-1460
Miller v. Contera	Riverside	CVRI2403479
Mitchell v. American Residential Services	Riverside	RIC1709360
Mittie v. Carry Transit	Alameda	22CV008178
Molina v. US Bank	San Bernardino	CIVSB2300344 (MF)

Montano v. Honda Cars of Corona	Riverside	RIC1608165
Moody v. Dura	San Bernardino	CIVDS2008887
Moody v. National Distribution	Riverside	RIC1905953
Morales v. VPet	San Bernardino	CIVSB2108161
Moreno v. JJ Kane	Riverside	CVRI2101236
Nava v. Temecula Valley Drywall	Riverside	CVRI2400423
Nelson v. Rancho Santa Margarita Motors	Orange	30-2016-00845005
Nieves v. KLLM	San Bernardino	CIVSB2134796
Northrup v. Guyou Construction	Riverside	CVRI2105858
Norton v. Cummins	Orange	30-2023-01319123
Ollarsaba v. Pumpman	San Bernardino	CIVDS2008889
Orozco v. Delphon	Oakland	22CV006597
Ortega v. Aggressive Transport	Modesto	CV-23-0032070
Ortiz v. Quick Care	San Bernardino	CIVDS1610143
Palmer vs. Charter Hospice	San Bernardino	CIVDS2013037
Pearson v. PSF Trucking	Kern	BCV-17-102520
Peffer v. Dillard-Lewis	San Bernardino	CIVSB2223428
Pena v. SA Recycling	Riverside	RIC1610639
Perez v. Staffmark	Riverside	MCC1401137
Peterson v. Robar	San Bernardino	CIVDS2001667
Pham v. MVVT	Orange	30-2013-00661705
Phelan (Kinzel) v. RLS-CMC	Riverside	CVRI2101907
Phillips v. Hardy Windows	San Bernardino	CIVSB2312048
Pollock v. Wynden Stark	Los Angeles	19STCV24217
Pompa v. Landforce	San Bernardino	CIVDS1700451
Pompa v. Russo Brothers	Sacramento	30-2017-00207703
Pompa v. Unicars, Inc.	Riverside	INC1207208
Potter v. PSSG	San Bernardino	CIVSB2129090
Poulin v. Dignity Health	San Bernardino	CIVDS1515101
Purvis v. Honeywell	Riverside	RIC10010156
Ramirez v. InlandSoCal211	Riverside	CVRI2305899
Ramos v. Fleetwood	Riverside	CVRI2305511
Ramos v. MSI Structural	San Bernardino	CIVSB2134505
Ramos v. White Lines	San Bernardino	CIVSB2216314
Rangel v. North Bay Distribution	Solano	FCS057328
Reddall v. Quest Diagnostics	USDC	13-2099
Redman v. Zenith	San Bernardino	CIVDS1826759
Redondo v. Verge Mobile	Riverside	CVRI2200827
Reed v. Beach City	Orange	30-2018-00989665
Reed v. Thousand Oaks Toyota	Ventura	56-2012-00419282
Reischman v. Merchant Metals	Riverside	CVRI2301910
Rivera v. Patriot Paving	San Bernardino	CIVSB2210619
Robertson v. All Care Home Health	Los Angeles	20STCV18318
Rodarte v. Wright Business Graphics	San Bernardino	CIVSB2206705
Romero v. RHI, Inc.	Los Angeles	BC528035
Rossello v. Ontario T	San Bernardino	CIVDS1415708
Rueda/Valenzuela v. Clarkwestern	Sacramento	34-2021-00307823
Ruiz v. Mountain View Tires	San Bernardino	CIVRS1206400

Ruiz v. Unity Courier	Los Angeles	BC724435
Sacks v. Natural Energy	Riverside	RIC1816789
Salgado v. American Jerky Co.	San Bernardino	CIVDS2016568
Sandoval v. National Seating	San Bernardino	CIVDS1721797
Santos v. WestRock	San Benito	CU-18-00074
Sebastian v. Sprint	USDC	8:18-cv-00757
Sewell v. Imedris Data Corp	San Bernardino	CIVDS1401836
Sheets v. Kaydan	Riverside	CVRI2200610
Singh v. HSD	San Bernardino	CIVSB2403148
Solis v. Palo Verde Health Care	Riverside	INC10009315
Sowle v. Sherpaul	Riverside	RIC2002410
Sparks v. Logan Property Management	Riverside	CVRI2302103
St. Amand v. Hendrickson	San Bernardino	CIVDS1617165
Stafford v. GOSCH Auto	Riverside	RIC1814300
Stinson v. Pacific Production Plumbing	San Bernardino	CIVDS1721708
Stock v. Atwood & Andrews, Inc.	Riverside	MCC1400665
Suarez v. BSG	Riverside	CVRI2305906
Suarez v. Monzon & Son	San Bernardino	CIVSB2225078
Tassin v. South Star Logistics	San Bernardino	CIVSB2301755
Teague v. Happy Express	San Bernardino	CIVSB2203408
Thomas v. Platinum Express	San Bernardino	CIVSB2225075
Threadgill v. Decker Truck Lines	San Bernardino	CIVDS2018856
Tiernan-Cortez v. Exit Bail Bonds	Riverside	CVRI2401944
Torres v. ePac	San Bernardino	CIVDS2017140
Torres v. Xerxes	Orange	30-2019-01095537
Tosta v. Formulation Technology	Stanislaus	CV-22-000189
Trcka v. Rotoco	Riverside	CVRI2304897
Vancil v. Pipedreams	San Luis Obispo	24CVP-0226
Vargas v. Elementis	San Bernardino	CIVSB2224689
Vaughner v. FST Services	San Bernardino	CIVDS1830784
Vega v. Marathon	Los Angeles	20STCV19405
Venegas v. Ross Nissan	Los Angeles	BC694099
Walden v. Advanced Payroll Systems	San Bernardino	CIVSB2300104
White v. Westin	Riverside	PSC1404641
Williamson v. APEX	San Bernardino	CIVDS2000708
Woods v. JITC	San Bernardino	CIVDS2000750
Wright v. Bob Stall Chevrolet	San Diego	37-2017-00010598
Zuniga v. Desert Aids Project	Riverside	RIC2003219
Zubia v. P&G	Los Angeles	20STCV44506

EXHIBIT “2”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Philip Paul (“Plaintiff”) and Kneedler Fauchere Southern California and Gregorius/Pineo, Inc. (“Defendants”). Plaintiff and Defendants shall collectively be referred to as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” collectively refers to: (A) Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.*, which was initiated on May 21, 2025, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 25STCV15030 (the “Class Action”), and (B) Plaintiff’s lawsuit alleging wage and hour violations under PAGA against Defendants captioned *Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.*, which was initiated on July 17, 2025, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 25TRCV02372 (the “PAGA Action”). The Class Action and PAGA Action will be consolidated by way of the filing of a first amended complaint in the Class Action after this Agreement is signed and before Preliminary Approval.

1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means all current and former nonexempt employees employed by Defendants in California at any time during the PAGA Period.

1.6. “Class” consists of all current and former nonexempt employees employed by Defendants in California at any time during the Class Period.

1.7. “Class Counsel” means Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9. “Class Data” means a complete list that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include the Class Member’s name, last-known mailing address, Social Security number, and number of Weeks Worked during the Class Period and during the PAGA Period, respectively.

1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

Member who qualifies as an Aggrieved Employee).

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12. “Class Notice” means the court approved notice of class action settlement to be mailed to Class Members in English in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from May 21, 2021, to June 30, 2026.

1.14. “Class Representative” means the named Plaintiff in the operative Complaint in the Action seeking Court approval to serve as the Class Representative.

1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16. “Complaint” refers to operative First Amended Complaint that will be filed in the Class Action (Case No. 25STCV15030), alleging class action claims, as well as the claims alleged in the PAGA Action (Case No. 25TRCV02372), which will be incorporated into the operative First Amended Complaint by way of a stipulation and order joining the cases together.

1.17. “Court” means the Superior Court of California, County of Los Angeles.

1.18. “Defendants” means Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

1.19. “Defense Counsel” means Michael Sullivan & Associates, LLP.

1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. “Exclusion List” means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

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

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

1.24. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

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1.25. “Gross Settlement Amount” or “GSA” means \$399,000, which is the total amount Defendants agree to pay, jointly and severally, under the Settlement, except that: (a) Defendants shall separately pay the employer’s share of payroll tax obligations in addition to the GSA, and (b) subject to the Escalator Clause, as discussed in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses.

1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Weeks Worked during the Class Period.

1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Weeks Worked during the PAGA Period.

1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.30. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-Participating Class Member shall receive their share of the PAGA Penalties.

1.33. “PAGA Period” means the period from May 21, 2024, through June 30, 2026.

1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. “PAGA Notice” means Plaintiff’s May 9, 2025, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000), allocated 35% to the Aggrieved Employee (\$10,500) and 65% to LWDA (\$19,500) in settlement of PAGA claims.

1.37. “Participating Class Member” means all Class Members except for those who opt-out by submitting a timely valid Request for Exclusion.

1.38. “Plaintiff” means Philip Paul, the named plaintiff in the Action.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
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Settlement.

1.40. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.43. “Released Parties” means Defendants, together with their owners, shareholders, members, officers, directors, employees, predecessors, successors, assigns, subsidiaries, affiliates, attorneys, and agents.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited Weeks Worked, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.48. “Weeks Worked” or “Workweeks” in the context of the Class Members, means all weeks during the Class Period in which the Class Member was employed by Defendants as a non-exempt employee in California and worked at least one shift during the workweek. In the context of Aggrieved Employees, it means all weeks during the PAGA Period in which the Aggrieved Employee was employed by Defendants as a non-exempt employee in California and worked at least one shift during the workweek.

2. RECITALS.

2.1. On May 21, 2025, Plaintiff commenced this Action by filing his initial complaint against Defendants on a putative class action basis, alleging the following causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay for Rest Periods and Nonproductive Time; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure to

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Reimburse for Business Expenses; (7) Failure to Pay Vested Vacation; (8) Failure to Timely Pay Final Wages; (9) Failure to Provide Accurate Itemized Wage Statements; and (10) Unfair and Unlawful Competition. Separately, on July 17, 2025, Plaintiff filed a PAGA-only complaint, alleging PAGA claims against Defendants.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On March 11, 2026, the Parties participated in an all-day mediation presided over by Hon. Daniel J. Buckley (Ret.). The Parties reached a global settlement at mediation, pursuant to a mediator's proposal, and, ultimately, entered into this Agreement to settle the Action.

2.4. Prior to the mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, documents and information, including but not limited to Defendants' written policies and practices, information relating to the size of the Class and Aggrieved Employees, number of weeks worked, as well as a sampling of payroll and timekeeping records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants agree to pay \$399,000 as the Gross Settlement Amount, and to separately pay to the Administrator any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative Paul of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as Participating Class Members and Aggrieved Employees). Defendants will not oppose Plaintiff's requests for the Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service

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Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$133,000 and a Class Counsel Litigation Expenses payment of not more than \$25,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,200 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,200, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Weeks Worked. The entire Net Settlement Amount will be disbursed to all Participating Class Members.

3.2.4.1. Tax Allocation of Individual Class Payments. Portions of the Individual Class Payment paid to the Participating Class Members will be allocated as one-third to wage claims (the "Wage Portion") and the remaining two-thirds will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 65% (\$19,500) allocated to the LWDA PAGA Payment and 35% (\$10,500) allocated to the Individual PAGA Payments.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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3.2.6. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$10,500) by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Weeks Worked during the PAGA period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.1. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Weeks Worked. See Paragraph 9 below.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator, in accordance with the following payment plan: (1) 30 days after the Effective Date, Defendants shall fund 50% of the Gross Settlement Amount, plus Defendants' proportional share of payroll taxes as determined by the Settlement Administrator (the "First Installment Payment"), and (2) 210 days after the Effective Date, Defendants shall fund the remaining 50% of the Gross Settlement Amount, plus Defendant's remaining share of payroll taxes as determined by the Settlement Administrator (the "Second Installment Payment").

4.3.1. Acceleration Clause: If Defendants fail to make a required payment within five (5) business days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendants will then have five (5) business days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendants fail to timely cure the late payment, all remaining balances shall become due, payable and enforceable immediately.

4.4. Payments from the Gross Settlement Amount. The Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments over the course of two disbursements. For each disbursement, the Administrator shall disburse one-half of the Gross Settlement Amount in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half of the

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Court-awarded amounts.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employees, the Payments may be contained on one check. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall hold those funds in its account until 180 days after the second disbursement, and then transmit all uncashed funds in the Administrator's account to the California State Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Releases. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences whether known or unknown, which exist or may exist on their behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other

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state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. ("Plaintiff's Releases.") Plaintiff's Releases do not extend to any claims or actions to enforce this Agreement or to any claims for vested benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Releases shall be and shall remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Releases, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.3. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the claims alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay for rest periods and nonproductive time; (c) failure to pay overtime wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to reimburse business expenses, (g) failure to pay vested vacation, (h) failure to timely pay wages upon separation of employment, (i) failure to provide accurate itemized wage statements, (j) unfair and unlawful competition, and (k) all other claims for statutory penalties based on the facts or claims alleged in the Complaint ("Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq., that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff's PAGA Notice to the LWDA, including: (a) failure to pay minimum wages, (b) failure to pay for rest periods and nonproductive time; (c) failure to pay overtime wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to reimburse business expenses, (g) failure to pay vested vacation, (h) failure to timely pay wages upon separation of employment, (i) failure to provide accurate itemized wage statements, and (j) all other claims for civil penalties recoverable

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under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint (“Released PAGA Claims”). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or non-PAGA statutory penalties.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a stipulation for leave to file a first amended complaint, adding the PAGA Action to the Class Action, and then Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendants’ Declaration in Support of Preliminary Approval. Within 15 court days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall advise that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval no earlier than 30 days after the end of the Class Period; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator, and all related documents.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense

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Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Weeks Worked in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Weeks Worked as a Class Member and Aggrieved Employee (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Weeks Worked, and Requests for Exclusion will be extended an additional 14 days beyond the Response

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Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Weeks Worked. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Weeks Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax,

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email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Weeks Worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Weeks Worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Weeks Worked to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. **Administrator's Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

7.8.2. **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Class Counsel and Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid

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or invalid) received, objections received, challenges to Weeks Worked received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Weeks Worked Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Weeks Worked. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Weeks Worked by Class Members and Aggrieved Employees and the per Weeks Worked value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES, ESCALATOR CLAUSE, AND RIGHT TO WITHDRAW.

8.1. Based on its records, Defendants estimate that the Class Members collectively worked approximately 6,350 Workweeks during the Class Period. If the Workweek number increases by more than 10% of the estimate stated herein (so that there are 6,985 or more Weeks Worked) by the end of the Class Period, then Defendants shall have the option to either (1) increasing the Gross Settlement Amount by \$62.83 (GSA divided by 6,350) for each additional workweek above 6,985, or (2) changing the end date of the Class Period to a date through which there are no more than 6,985 workweeks. However, in no event shall the Class Period end before March 11, 2026 (the date of mediation). If Defendants elect to shorten the Class Period and PAGA Period, then Defendants, must give written notice to Plaintiff’s counsel by email no later than June 30, 2026, and the Parties shall then amend the Settlement Agreement and Notice to reflect the modified Class Period. If the Preliminary Approval motion has already been filed, the Parties shall submit a stipulation, all applicable documents, and a revised Order to reflect the new Class Period, PAGA Period and Workweek information.

8.2. Defendants Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not

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obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work

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together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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Members.

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

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

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

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Brian Mankin
brian@LMLfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

To Defendant:

Yaron Tilles
ytilles@sullivanattorneys.com
Michael Sullivan & Associates, LLP
PO Box 85059
El Segundo, California 90245
Telephone: (310) 337-4480

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

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

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

Dated: May 5, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:


Philip Paul (May 5, 2026 18:45:14 ADT)
Philip Paul

Dated: May 5, 2026

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP



Brian J. Mankin
Attorneys for Plaintiff

Dated: _____

DEFENDANT:
KNEEDLER FAUCHERE SOUTHERN CALIFORNIA

By: _____

Title: _____

Dated: _____

DEFENDANT:
GREGORIUS/PINEO, INC.

By: _____

Title: _____

Dated: _____

DEFENDANTS' COUNSEL:
MICHAEL SULLIVAN & ASSOCIATES, LLP

Yaron M. Tilles
Attorneys for Defendants

--END OF DOCUMENT--

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

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

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

Philip Paul

Dated: _____

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: 05 / 07 / 2026

DEFENDANT:
KNEEDLER FAUCHERE SOUTHERN CALIFORNIA

Quinn Tran

By: Quinn Tran

Title: CFO

Dated: 05 / 07 / 2026

DEFENDANT:
GREGORIUS/PINEO, INC.

Quinn Tran

By: Quinn Tran

Title: CFO

Dated: 5/7/2026

DEFENDANTS' COUNSEL:
MICHAEL SULLIVAN & ASSOCIATES, LLP

Garon Tilles

Garon M. Tilles
Attorneys for Defendants

--END OF DOCUMENT--

EXHIBIT “3”

[NOTE: This Model Class Action Settlement Agreement is based on a version originally approved by the Court, the complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue (Ret.) and including 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It is written for settlements of single plaintiff wage and hour actions asserting class claims against a single employer (XYZ). The parties will need to revise this form for multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Model Class Action and PAGA Settlement Agreement and Class Notice. **COUNSEL USING THIS MODEL AGREEMENT ARE TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SHOWING HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.**]

[MODEL] CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Philip Paul (“Plaintiff”) and defendant “XYZ”. The Agreement refers to Kneedler Fauchere Southern California and Gregorius/Pineo, Inc. (“Defendants”). Plaintiff and XYZ Defendants shall collectively be referred to as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ captioned _____ (caption and case number) initiated on _____ and pending in the Court.

1.1. “Action” collectively refers to: (A) Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned Paul v. Needler Fauchere Southern California and Gregorius/Pineo, Inc., which was initiated on May 21, 2025, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 25STCV15030 (the “Class Action”), and (B) Plaintiff’s lawsuit alleging wage and hour violations under PAGA against Defendants captioned Paul v. Needler Fauchere Southern California and Gregorius/Pineo, Inc., which was initiated on July 17, 2025, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 25TRCV02372 (the “PAGA Action”). The Class Action and PAGA Action will be consolidated by way of the filing of a first amended complaint in the Class Action after this Agreement is signed and before Preliminary Approval.

1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

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1.4. ~~_____~~ “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.4.1.5. “Aggrieved Employee” means ~~[define class, e.g., all persons]~~ current and former nonexempt employees employed by XYZ Defendants in California and classified as ~~_____~~ who worked for XYZ at any time during the Class PAGA Period~~].~~

1.6. “Class” consists of all current and former nonexempt employees employed by Defendants in California at any time during the Class Period.

1.5.1.7. “Class Counsel” means ~~_____~~ Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

1.6.1.8. ~~_____~~ “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7.1.9. ~~_____~~ “Class Data” means ~~Class Member identifying information a complete list that Defendants will diligently and in XYZ’s possession including~~ good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include the Class Member’s name, last-known mailing address, Social Security number, and number of Weeks Worked during the Class Period ~~Workweeks and during the PAGA Period, respectively.~~

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4.81.10. _____ “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member: (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

4.91.11. _____ “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

4.10 _____ “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, court approved notice of class action settlement to be

1.12. _____ mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

4.141.13. _____ “Class Period” means the period from _____ May 21, 2021, to _____ June 30, 2026.

4.121.14. _____ “Class Representative” means the named Plaintiff in the operative complaint Complaint in the Action seeking Court approval to serve as a class representative the Class Representative.

4.131.15. _____ “Class Representative Service Payment” means the payment to the Class Representative, for initiating the Action and providing services in support of the Action.

1.16. _____ “Complaint” refers to operative First Amended Complaint that will be filed in the Class Action (Case No. 25STCV15030), alleging class action claims, as well as the claims alleged in the PAGA Action (Case No. 25TRCV02372), which will be incorporated into the operative First Amended Complaint by way of a stipulation and order joining the cases together.

4.141.17. _____ “Court” means the Superior Court of California, County of Los Angeles.

1.15 _____ “XYZ” means named Defendant.

1.18. _____ “Defendants” means Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

4.161.19. _____ “Defense Counsel” means _____ Michael Sullivan & Associates, LLP,

4.171.20. _____ “Effective Date” means the date on which by when both of the following have occurred: (a) the Court enters a Judgment becomes on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (e) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. _____ “Exclusion List” means the names and other identifying information of Class Members who

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have timely submitted valid Requests for Exclusion.

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

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

1.24. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

4.201.25. “Gross Settlement Amount” or “GSA” means \$~~399,000~~, which is the total amount ~~XYZ agrees~~Defendants agree to pay, jointly and severally, under the Settlement, except that: (a) Defendants shall separately pay the employer’s share of payroll tax obligations in addition to the GSA, and (b) subject to the Escalator Clause, as discussed in Paragraph 8 below, The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Litigation Fees, Class Counsel Expenses Payment, Class Representative Service Payment Payments, and Administration the Administrator’s Expenses Payment.

1.21 — “Individual Class Payment” means the Participating Class Member’s pro rata

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1.26. share of the Net Settlement Amount calculated according to the number of ~~Workweeks~~ workedWeeks Worked during the Class Period.

1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Weeks Worked during the PAGA Period.

1.221.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.30. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.231.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.241.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-Participating Class Member shall receive their share of the PAGA Penalties.

1.33. “PAGA Period” means the period from May 21, 2024, through June 30, 2026.

1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. “PAGA Notice” means Plaintiff’s May 9, 2025, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000), allocated 35% to the Aggrieved Employee (\$10,500) and 65% to LWDA (\$19,500) in settlement of PAGA claims.

1.251.37. “Participating Class Member” means ~~all~~ Class ~~Member~~Members except for those who ~~does not submit~~opt-out by submitting a ~~valid and~~timely valid Request for Exclusion ~~from the Settlement~~.

1.261.38. “Plaintiff” means ~~Philip Paul~~, the named plaintiff in the Action.

1.271.39. “Preliminary Approval” means the Court’s ~~order granting preliminary approval~~Order Granting Preliminary Approval of the Settlement.

1.40. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and

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Approval of PAGA Settlement.

1.281.41. “Released Class Claims” means the claims being released as described in Paragraph 5.23 below.

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.291.43. “Released Parties” means ~~XYZ and each of its former and present~~ ~~{directors, {officers, {Defendants, together with their owners, shareholders, {owners, {members, {attorneys, {insurers, {officers, directors, employees, predecessors, {successors, {assigns, {subsidiaries, {affiliates, attorneys, and agents.~~

1.301.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.311.45. “Response Deadline” means ~~{e.g., 60}45~~ days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion, ~~(b) fax, email or mail objections to from~~ the Settlement, or ~~(c) fax, email, or mail his or mail a challenge~~her Objection to the ~~number of Workweeks allocated to the Class Member in the Class Notice, Settlement.~~ Class Members to whom ~~Class Notices~~Notice Packets are resent after having been returned undeliverable to the Administrator shall have ~~their deadline extended an additional {14} calendar days beyond the Response Deadline~~ has expired.

1.321.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.33 “Workweek” means ~~any week during which a Class Member worked for XYZ for at least one day, during the Class Period.~~¹

1.47. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited Weeks Worked, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.48. “Weeks Worked” or “Workweeks” in the context of the Class Members, means all weeks during the Class Period in which the Class Member was employed by Defendants as a non-exempt employee in California and worked at least one shift during the workweek. In the context of Aggrieved Employees, it means all weeks during the PAGA Period in which the Aggrieved Employee was employed by Defendants as a non-exempt employee in California and worked at least one shift during the workweek.

2. RECITALS.

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2.1. ——— On — May 21, 2025, Plaintiff commenced this Action by filing ahis initial complaint against Defendants on a putative class action basis, alleging the following causes of action against XYZ: (1) Failure to Pay Minimum Wages; (2) Failure to Pay for —, [On — Rest Periods and Nonproductive Time; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure to Reimburse for Business Expenses; (7) Failure to Pay Vested Vacation; (8) Failure to Timely Pay Final Wages; (9) Failure to Provide Accurate Itemized Wage Statements; and (10) Unfair and Unlawful Competition. Separately, on July 17, 2025, Plaintiff filed a [e.g., First Amended Complaint]PAGA-only complaint, alleging causes of actionPAGA claims against XYZ for —. The [e.g., First Amended] Complaint is the operative complaint in the Action (Defendants).

2.4.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the “Operative Complaint.”] XYZ denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action allegedPAGA Notice.

2.2 ——— On ———, ——— (type in additional dates) ———;

2.3. March 11, 2026, the Parties participated in an all-day mediation presided over by which led to this Agreement— (describe alternative means of action) — Hon. Daniel J. Buckley (Ret.). The Parties reached a global settlement at mediation, pursuant to a mediator’s proposal, and, ultimately, entered into this Agreement to settle the Action.

2.3 ——— Before ☐ Prior to the mediation ☐ and negotiating the Settlement, Plaintiff obtained, through

2.4. ☐ formal ☐ informal discovery, (documents, testimony and information obtained) — including but not limited to Defendants’ written policies and practices, information relating to the size of the Class and Aggrieved Employees, number of weeks worked, as well as a sampling of payroll and timekeeping records. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.4.2.5. The Court ☐ has ☐ has not ——— granted class certification.

(insert details as needed)

2.5.2.6. ——— The Parties, Class Counsel and Defense Counsel represent [that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement] — [they are aware of the following other pending matter[s] or action[s] asserting claims that will be extinguished or affected by the Settlement:]

3. MONETARY TERMS.

3.4.3.1. ——— Gross Settlement Amount. XYZ promises Except as otherwise provided by Paragraph 9 below, Defendants agree to pay \$— and no more 399,000 as the Gross Settlement Amount—, and to separately pay to the Administrator any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments.] XYZ has. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before prior to the deadline stated in Paragraph 4.23 of this

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Agreement.¹¹ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZ Defendants.

3.23.2. — Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 — To Plaintiff, Class Representative Service Payment to Class Representative Paul of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). XYZ Members and Aggrieved Employees).
Defendants will not oppose Plaintiff's requestrequests for athe Class Representative Service Payment that does not exceed this amount. As part of the Motionmotion for Final ApprovalClass Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court

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3.2.1. approval for any Class Representative Service Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

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3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than _____
 3.2.2. ~~one-third (1/3) of the GSA,~~ which is currently estimated to be \$~~133,000~~ and a Class Counsel Litigation Expenses ~~Payment~~ of not more than \$~~25,000~~. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. ~~As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of will file a motion for~~ Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. ~~In support of on a date set by the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during Court at the Action Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing.~~ If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the ~~amount~~ requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZ Defendants harmless, and indemnifies XYZ Defendants, from any dispute or controversy regarding any division or sharing of any of these ~~payments~~ Payments.

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3.2.3. To the Administrator: An ~~Administration~~ Administrator Expenses Payment not to exceed
 3.2.3. \$~~8,200~~ except for a showing of good cause and as approved by the Court. To the extent the ~~administration expenses~~ Administration Expenses are less than or the Court approves payment less than \$~~8,200~~, the Administrator will retain the remainder in the Net Settlement Amount.

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3.2.4. To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate calculated by (a) dividing the Net Settlement Amount by the total number of ~~Workweeks worked~~ Weeks Worked by all Participating Class Members during the Class Period and
 3.2.4. (b) multiplying the result by each Participating Class Member's ~~Workweeks~~ Weeks Worked. The entire Net Settlement Amount will be disbursed to all Participating Class Members.

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3.2.4.1. Tax Allocation of Individual Class Payments. ~~_____ % Portions of each Participating Class Member's the Individual Class Payment paid to the Participating Class Members will be allocated as one-third to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding") and will be reported on an IRS W-2 Form. The _____ % of each Participating Class Member's Individual Class Payment the remaining two-thirds will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").~~ The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 65% (\$19,500) allocated to the LWDA PAGA Payment and 35% (\$10,500) allocated to the Individual PAGA Payments.

3.2.6. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$10,500) by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Weeks Worked during the PAGA period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.1. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Size Estimates. Based on a review of its records to date, XYZ estimates there are _____ Class Members who collectively worked a total of _____ Workweeks.^{iv}

4.1. Weeks Worked. See Paragraph 9 below.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2.4.3. Funding of Gross Settlement Amount. XYZ Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ's Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than [14], in accordance with the following payment plan: (1) 30 days after the Effective Date, Defendants shall fund 50% of the Gross Settlement Amount, plus Defendants' proportional share of payroll taxes as determined by the Settlement Administrator (the "First Installment Payment"), and (2) 210 days after the Effective Date, Defendants shall fund the remaining 50% of the Gross Settlement Amount, plus Defendant's remaining share of payroll taxes as determined by the

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Settlement Administrator (the “Second Installment Payment”).

4.3.1. ——— Acceleration Clause: If Defendants fail to make a required payment within five (5) business days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendants will then have five (5) business days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendants fail to timely cure the late payment, all remaining balances shall become due, payable and enforceable immediately.

4.3.4. Payments from the Gross Settlement Amount. Within [14] days after XYZ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments. Payments over the course of two disbursements. For each disbursement, the Administrator shall disburse one-half of the Gross Settlement Amount in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half of the Court-awarded amounts.

4.3.14.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employees, the Payments may be contained on one check. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.24.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service (“USPS”) forwarding address. Within [7] days of receiving a returned check, the Administrator must re-mail the checkchecks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, as and requested by the Class Member before prior to the void date.

4.3.3 ——— For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the hold those funds

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~~4.4.3. represented by such checks [to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy-Pres Recipient")] in its account until 180 days after the second disbursement, and then transmit all uncashed funds in the Administrator's account to the California State Controller's Unclaimed Property Fund in the name of the Class Member]. [The Parties, Class Counsel and Defense Counsel represent that they have or Aggrieved Employee, thereby leaving no interest or relationship, financial or otherwise, with the intended Cy-Pres Recipient]. "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).~~

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~~4.3.44.4.4.~~ The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZ Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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5. **RELEASES OF CLAIMS.** Effective on the date when XYZ Defendants fully funds fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

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~~5.1.5.1.~~ Plaintiff's ReleaseReleases. Plaintiff and Plaintiff'shis respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period whether known or unknown, which exist or may exist on their behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. ("Plaintiff's Releases.") Plaintiff's Releases do not extend to any claims or actions to enforce this Agreement or to any claims for vested benefits.~~ Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's ReleaseReleases shall be and shall remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.*

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~~5.1.5.2.~~ Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's ReleaseReleases, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR ~~released party~~ RELEASED PARTY.

5-25.3. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from ~~all the~~ claims ~~that were~~ alleged in the Complaint, or that reasonably could have been alleged, based on the facts stated in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay for rest periods and allegations in the Operative Complaint that are nonproductive time; (c) failure to pay overtime wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to reimburse business expenses, (g) failure to pay vested vacation, (h) failure to timely pay wages upon separation of employment, (i) failure to provide accurate itemized wage statements, (j) unfair and unlawful competition, and (k) all other claims for statutory penalties based on the facts or claims ~~alleged to have occurred during~~ in the Complaint (“Released Class Claims”). The operative release period for the Released Class Claims is the Class Period ~~[including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.”]~~. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, ~~or workers’ compensation, or claims based on facts occurring outside the Class Period.~~

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workers' compensation or claims based on events occurring outside the Class Period.

5.4. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff's PAGA Notice to the LWDA, including: (a) failure to pay minimum wages, (b) failure to pay for rest periods and nonproductive time; (c) failure to pay overtime wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to reimburse business expenses, (g) failure to pay vested vacation, (h) failure to timely pay wages upon separation of employment, (i) failure to provide accurate itemized wage statements, and (j) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint ("Released PAGA Claims"). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or non-PAGA statutory penalties.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a stipulation for leave to file a first amended complaint, adding the PAGA Action to the Class Action, and then Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 XYZ's Defendants' Declaration in Support of Preliminary Approval, Within 15 court days of the full execution of this Agreement, XYZ Defendants will prepare and deliver to Class Counsel a signed declaration from XYZ Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient (if applicable). In their declarations, Defense Counsel and XYZ Defendants shall advice that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar; and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; with its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the

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Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator and/or the Cy Pres Recipient. In their declarations/Declarations, Plaintiff and Class Counsel shall aver whether/that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval no earlier than 30 days after the end of the Class Period; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator, and all related documents.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant

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6.4 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4.4. Notice to Class Members.

7.4.17.4.1. Not later than [e.g., 15] days after the Court grants Preliminary Approval, XYZ will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. XYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Workweeks Weeks Worked in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than [14]10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit —A, or as modified

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[by the Court and agreed to by the Parties.](#) The first page of the Class Notice

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7.4.2. shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of ~~Workweeks~~ Weeks Worked as a Class Member and Aggrieved Employee (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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7.4.3. Not later than [3] business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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7.4.4. The ~~deadline~~ deadlines for Class Members' written objections, challenges Challenges to ~~Workweeks~~ Weeks Worked, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline. otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

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7.5. Requests for Exclusion (Opt-Outs).

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7.5.1. Class Members who wish to exclude themselves ~~from~~ (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. ~~(plus an additional 14 days for Class Members whose Class Notice is re-mailed)~~. A Request for Exclusion is a letter from a Class Member or ~~Class Member's~~ his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the

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7.5.2. Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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7.5.3.7.5.3. — Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' ReleaseReleases under Paragraph 5.23 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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7.5.4.7.5.4. — Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

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7.6.7.6. — Challenges to Calculation of WorkweeksWeeks Worked. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class WorkweeksWeeks Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the WorkweeksWeeks Worked contained in the Class Notice are correct if so long as they are consistent with the Class Data. The Administrator's determination of allocations of Workweekseach Class Member's allocation of Weeks Worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of WorkweeksWeeks Worked to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

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7.7.7.7. Objections to Settlement.

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

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7.7.2.7.7.2. — Participating Class Members may send written objections to the Administrator, by fax, email, or mail no later than. In the Response Deadline alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oralverbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the

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Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.37.7.3. _____ Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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~~7.8.7.8. — Administrator's Duties.~~ The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator set forth contained in this Agreement or otherwise.

~~7.8.17.8.1. — Website, Email Address and Toll-Free Number.~~ The Administrator will establish, and maintain, and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

~~7.8.27.8.2. — Requests for Exclusion (Opt-outs) and Exclusion List.~~ The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list the Exclusion List to Class Counsel and Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

~~7.8.37.8.3. — Weekly Reports.~~ The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks Weeks Worked received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~7.8.4. — Weeks Worked Challenges.~~ The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Weeks Worked. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

~~7.8.47.8.5. Administrator's Declaration.~~ Not later than [14] days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. The declaration shall and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Weeks Worked by Class Members and Aggrieved Employees and the per Weeks Worked value of each. The Administrator will supplement its declaration as needed or

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requested by the Parties and/or the Court, Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the

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7.8.6. Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least {15} days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. XYZ'S CLASS SIZE ESTIMATES, ESCALATOR CLAUSE, AND RIGHT TO WITHDRAW.

8.1. Based on its records, Defendants estimate that the Class Members collectively worked approximately 6,350 Workweeks during the Class Period. If the Workweek number increases by more than 10% of the estimate stated herein (so that there are 6,985 or more Weeks Worked) by the end of the Class Period, then Defendants shall have the option to either (1) increasing the Gross Settlement Amount by \$62.83 (GSA divided by 6,350) for each additional workweek above 6,985, or (2) changing the end date of the Class Period to a date through which there are no more than 6,985 workweeks. However, in no event shall the Class Period end before March 11, 2026 (the date of mediation). If Defendants elect to shorten the Class Period and PAGA Period, then Defendants, must give written notice to Plaintiff's counsel by email no later than June 30, 2026, and the Parties shall then amend the Settlement Agreement and Notice to reflect the modified Class Period. If the Preliminary Approval motion has already been filed, the Parties shall submit a stipulation, all applicable documents, and a revised Order to reflect the new Class Period, PAGA Period and Workweek information.

8.8.2. Defendants Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds —5% of the total of all Class Members, XYZ Defendants may, but is are not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ withdraws Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ Defendants must notify Class Counsel and the Court of its election to withdraw not later than {seven} (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than {16} court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a proposed request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than {seven}5 days before prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.19.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than {five} than 5 court days before prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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9.29.2. ——— Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.39.3. ——— Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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9.49.4. ~~_____~~ Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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9.59.5. ~~_____~~ Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

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11. **ADDITIONAL PROVISIONS.**

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~~11.1.~~ 11.1. No Admission of Liability. Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZ Defendants that any of the allegations in the Operative Complaint have merit or that XYZ has Defendants have any liability for any claims asserted; nor ~~is it intended or~~ should it be intended or construed as an admission by Plaintiff that XYZ's Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, XYZ reserves Defendants reserve the right to contest certification of any class for any reason, XYZ reserves reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest XYZ's Defendants' defenses. The Settlement, this Agreement and ~~the~~ Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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~~11.2~~ 11.2 Confidentiality Before Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZ Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or

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publicize, or cause, or permit

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11.2. another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except; (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) ~~to~~ counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZ~~Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. ~~11.3.~~ No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. ~~11.4.~~ Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. ~~11.5.~~ Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. ~~11.6.~~ Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, ~~and~~ submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator ~~and~~ or the Court for resolution.

11.7. ~~11.7.~~ No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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~~11.8~~11.8. ~~_____~~ No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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~~11.9~~11.9. ~~_____~~ Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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~~11.10~~11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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~~11.11~~11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

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~~11.12~~11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and ~~preparing~~preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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~~11.13~~11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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~~11.14~~11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Cal. Evid. Code ~~section~~ § 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and ~~for~~ no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules rule of Court court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from ~~XYZ~~Defendants unless, before prior to the Court's discharge of the Administrator's obligation, ~~XYZ makes~~Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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~~11.15~~11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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~~11.16~~11.16. Calendar Days. Unless otherwise noted, all ~~reference~~reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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~~11.17~~11.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third

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business day after mailing by United States mail, or the day sent by email, addressed as follows:

~~or messenger, addressed as follows:~~

To Plaintiff:

Brian Mankin
brian@LMLfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

To ~~XYZ~~Defendant:

Yaron Tilles
ytilles@sullivanattorneys.com
Michael Sullivan & Associates, LLP
PO Box 85059
El Segundo, California 90245
Telephone: (310) 337-4480

44.1811.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign, [AdobeSign](#), or similar), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties ~~will~~ exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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CounselDated: **PLAINTIFF AND CLASS REPRESENTATIVE:**

Philip Paul

Dated: **CLASS COUNSEL:**
LAUBY MANKIN LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff Counsel for XYZ

(date)

(date)

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

(case date and number)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against _____ [abbreviate name; "XYZ" is used herein as a placeholder] for alleged wage and hour violations. The Action was filed by a [former] XYZ employee _____ ("Plaintiff") and seeks payment of (1) back wages [and other relief] for a class of [e.g., hourly] employees ("Class Members") who worked for XYZ during the Class Period (_____ to _____);

The proposed settlement is a class settlement requiring XYZ to fund individual class payments.

Based on XYZ's records, and the parties' current assumptions, **your individual class payment is estimated to be \$_____ (less withholding).** The actual amount you may receive likely will be different and will depend on a number of factors:

The above estimates are based on XYZ's records showing that **you worked _____ workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section IV of this Notice.

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

If you worked for XYZ during the Class Period, you have two basic options under the settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against XYZ.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against XYZ.

XYZ will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment. In exchange, you will give up your right to assert the wage claims against XYZ that are covered by this settlement ("Released Claims").
You Can Opt out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed settlement, you can opt out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
You Can Participate in the _____ Final Approval Hearing	The Court's final approval hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____	The amount of your individual class payment depends on how many workweeks you worked at least one day during the Class Period. The number of Class Period workweeks you worked according to XYZ's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a [former] XYZ employee. The Action accuses XYZ of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Plaintiff is represented by attorneys in the Action:

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

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

So far, the Court has made no determination whether XYZ or Plaintiff is correct on the merits. In the meantime, Plaintiff and XYZ hired

☐ an experienced, neutral mediator

☐ a retired judge

☐ _____ (describe alternative means of negotiations) _____

in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and XYZ have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, XYZ does not admit any violations or concede the merit of any claims.

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

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

1. XYZ Will Pay \$ _____ as the Gross Settlement Amount ("Gross Settlement"). XYZ has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, and the Administrator's expenses. Assuming the Court grants final approval, XYZ will fund the Gross Settlement not more than [14] days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

~~2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:~~

- ~~A. Up to \$ _____ [____ % of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$ _____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.~~
- ~~B. Up to \$ _____ to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment.~~
- ~~C. Up to \$ _____ to the Administrator for services administering the settlement.~~

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

~~3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.~~

~~4. Taxes Owed on Payments to Class Members. Plaintiff and XYZ are asking the Court to approve an allocation of ____ % of each individual class payment to taxable wages ("Wage Portion") and ____ % to [e.g., interest, etc.] ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. [Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage Portion.)] The Administrator will report the Non-Wage Portions of the individual class payments on IRS 1099 Forms.~~

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

~~Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies~~

~~☐ will be deposited with the California Controller's Unclaimed Property Fund in your name~~

~~☐ will irrevocably be lost to you because they will be paid to a non-profit organization or foundation].~~

~~If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.~~

- ~~5. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the _____ response deadline. The request for exclusion should be a letter from a Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against XYZ.~~
- ~~6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and XYZ have agreed that, in either case, the settlement will be void: XYZ will not pay any money and Class Members will not release any claims against XYZ.~~
- ~~7. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.~~
- ~~8. Participating Class Members' Release. After the Judgment is final and XYZ has fully funded the Gross Settlement [(and separately paid all employer payroll taxes)], Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against XYZ or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this settlement.~~

The Participating Class Members will be bound by the following release:

~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social~~

security, workers' compensation, or claims based on events occurring outside the Class Period.^{vi}

IV. ~~HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?~~

1. ~~Individual Class Payments.~~ The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. ~~Workweek Challenges.~~ The number of Workweeks you worked during the Class Period, as recorded in XYZ's records, is stated in the first page of this notice. You have until _____ to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept XYZ's calculation of Workweeks based on XYZ's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. ~~HOW WILL I GET PAID?~~

~~Participating Class Members.~~ The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

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

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

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____ (caption of Action) _____, and

include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. ~~You must send your request to be excluded to the Administrator by _____, or it will be invalid.~~ Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and XYZ are asking the Court to approve. At least _____ days before the _____ final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair, and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ (case caption) and include your name, current address, telephone number and approximate dates of employment for [XYZ] and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ (time) in Department [_____] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.ca.gov/pages/lp/laccc-welcome>). Check the Court's website for the most current information.

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

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything XYZ and Plaintiff have promised to do under the

proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to _____ website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) ~~[confirm]~~ and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:
Name of Attorney:
Email Address:
Name of Firm:
Mailing Address:
Telephone:

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. ~~WHAT IF I LOSE MY SETTLEMENT CHECK?~~

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

☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

XI. ~~WHAT IF I CHANGE MY ADDRESS?~~

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

ⁱ The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

ⁱⁱ The Parties are free to negotiate a payment plan structure if appropriate. In the motion for preliminary approval, counsel should submit evidence (e.g., declaration from a representative of Defendant) explaining the financial necessity for a payment plan.

ⁱⁱⁱ Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

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Header distance from edge: 0.5", Footer distance from
edge: 0.5"

settlement that is solely a Labor Code section 226, subdivision (a) claim);

^{iv}Insert any negotiated terms addressing the possibility that XYZ's estimates of Class size or Workweeks turn out to be understated or concerning an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size or Workweeks exceed XYZ's estimates. Counsel must finalize the end date of the Class Period before filing the Motion for Preliminary Approval and submit evidence showing if the escalator clause has been triggered and the consequences;

^vThe Parties can negotiate and propose a broader individual release for Plaintiff's claims;

^{vi}The release in the Notice should be verbatim to the release in the Settlement Agreement.

Dated: DEFENDANT:
KNEEDLER FAUCHERE SOUTHERN CALIFORNIA

By: _____

Title: _____

Dated: DEFENDANT:
GREGORIUS/PINEO, INC.

By: _____

Title: _____

Dated: DEFENDANTS' COUNSEL:
MICHAEL SULLIVAN & ASSOCIATES, LLP

Yaron M. Tilles
Attorneys for Defendants

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EXHIBIT “4”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**
Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.
Los Angeles Superior Court, Case Nos. 25STCV15030

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

Attention: All current and former non-exempt employees employed by Kneedler Fauchere Southern California and/or Gregorius/Pineo, Inc. (“Defendants”) in California at any time from May 21, 2021, to June 30, 2026 (the “Class Period”), you are a “Class Member” in a class action settlement.

You may be eligible to receive money as a Class Member in a class action lawsuit (“Action”) against Defendants for alleged wage and hour violations. The Action was filed by Philip Paul (“Plaintiff” and “Class Representative”) and seeks payment of unpaid wages, statutory damages, interest and attorneys’ fees on behalf of all Class Members (defined above). Additionally, the Action seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees employed by Defendants in California at any time from May 21, 2024, through June 30, 2026 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with and continue to comply with all applicable laws. Defendants are settling the Action in order to avoid the further burden and expense of litigation.

With this preliminary approval of the settlement, the Court has not made any decision as to whether Plaintiff can or will win the Action. In other words, the Court has not said that Defendants violated any law, or that Plaintiff or any other person is entitled to receive money or any other relief.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and the Aggrieved Employees. Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[**CLASS MEMBER NAME**]/ [**ID/CONTROL NUMBER**]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Weeks Worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Based on Defendants’ records, your Individual Class Payment (less withholding) and your Individual PAGA Payment (to the extent applicable) are shown in the charts above, along with the Weeks you are credited with working during the Class Period and during the PAGA Period. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

If you believe that you worked more Work Weeks during either period than what Defendants’ records show, you can submit a challenge by the **DATE**, 2026 (the “Response Deadline”). For additional information on the Response Deadline, see Section 4 of this Notice.

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

If you were employed by Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) RESPONSE DEADLINE: , 2026	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT RESPONSE DEADLINE: , 2026	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
DISPUTE YOUR WORKWEEKS WORKED RESPONSE DEADLINE: , 2026	If you believe that your number of Weeks Worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Weeks you worked during the Class Period and how many Weeks you worked during the PAGA Period, respectively. The number of Weeks for which you received credit is shown in the chart on the first page, and are based on Defendants' records. If you disagree with either of these numbers, you must submit a challenge by the deadline. See Section 4 of this Notice.

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT IS NOT REQUIRED	
DATE: , 2026 TIME: A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, vested vacation wages, and wages due upon termination, and failing to provide meal periods, rest breaks, reimbursement for expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with and continues to comply with all applicable laws. Defendants have agreed to settle the case in order to avoid the burden and expense of further litigation.

Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Ultimately, the negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

1. Defendants Will Pay \$399,000 as the “Gross Settlement Amount.” Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, and Judgment becomes final, Defendants will fund the Gross Settlement Amount over the course of two payments with the first payment approximately 30 days after judgment is final, and the second payment 6 months later. The Class Members will receive their share in two disbursements that will be mailed 10 days after each payment is received. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

- A. Up to **\$133,000** (one-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$8,200 to ILYM Group (the “Settlement Administrator” or “Administrator”) for services administering the Settlement.
- D. Up to \$30,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked.
- E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court

to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (2/3) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay, to the Administrator, employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and ultimately the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. However, if your first check is voided before the deadline to cash the second check, you are encouraged to contact the Administrator about having your first check reissued.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants subject to the applicable statute of limitations. Section 9 of this Notice has the Administrator’s contact information.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM Group (the “Settlement Administrator” or “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Weeks Worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to

administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from claims alleged in the Complaint, or those that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay for rest periods and nonproductive time, (3) failure to pay overtime wages, (4) failure to provide meal periods, (5) failure to provide rest breaks, (6) failure to reimburse business expenses, (7) failure to pay vested vacation, (8) failure to timely pay final wages, (9) failure to provide accurate itemized wage statements, and (10) unfair and unlawful competition ("Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

As used herein, "Released Parties" means Defendants, together with their owners, shareholders, members, officers, directors, employees, predecessors, successors, assigns, subsidiaries, affiliates, attorneys, and agents.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes to the Settlement Administrator), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on

behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff's PAGA Notice to the LWDA, including: (1) failure to pay minimum wages, (2) failure to pay for rest periods and nonproductive time, (3) failure to pay overtime wages, (4) failure to provide meal periods, (5) failure to provide rest breaks, (6) failure to reimburse business expenses, (7) failure to pay vested vacation, (8) failure to timely pay final wages, (9) failure to provide accurate itemized wage statements, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint ("Released PAGA Claims"). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or non-PAGA statutory penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period. The entire Net Settlement Amount will be disbursed to all Participating Class Members.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Weeks Worked Challenges. The number of weeks you worked during the Class Period as recorded in Defendants' records are stated on the first page of this Notice. You have until the Response Deadline to challenge the number of Weeks Worked credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Weeks Worked based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Weeks Worked challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, two checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee with the first payment occurring approximately 40 days after the settlement becomes final and the second payment 6 months thereafter. The checks may combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the INSERT DATE Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff requests as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website INSERT URL or the Court's website INSERT URL.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the "Response Deadline").** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc. and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **INSERT DATE** at **INSERT TIME** in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend at your own cost) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at **INSERT URL**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 25STCV15030. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Section 9 of the Notice has the Administrator's contact information.

EXHIBIT “5”



LAUBY, MANKIN & LAUBY LLP

May 9, 2025

Submitted Via Online Filing to the LWDA

Sent Via U.S. Mail and Certified Mail

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Please see attached Service List

Re: PAGA Civil Penalty Claim
Philip Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc., et al.

To the Labor and Workforce Development Agency, Kneedler Fauchere Southern California, Gregorius/Pineo, Inc., and Their Owners:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Philip Paul (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against his former employers, Kneedler Fauchere Southern California, Gregorius/Pineo, Inc. and any other affiliated entities, as well as the companies’ respective owners/officers, including Douglas Kinzley, Gina Dewitt, and Quinn Tran (the “Owners”) (collectively, the “Company”) for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted, and/or sections of the applicable Industrial Welfare Commission Wage Order(s).

FACTUAL BACKGROUND

Claimant Philip Paul was employed by the Company as a nonexempt employee from approximately October 2021 through October 2024. Claimant alleges that he and all other nonexempt employees employed by the Company (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Claimant was subjected during his employment.

Claimant and the Aggrieved Employees often worked more than 8 hours per day and/or 40 hours per week but did not receive all required overtime compensation on such occasions. Also, at all relevant times, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional earned compensation (including commissions and bonuses). However, on the occasions when the Aggrieved Employees worked overtime hours and received additional earned compensation during the same workweek, the Company failed to properly include these amounts in the calculations for the regular rate of pay – in violation of California law and which led to the failure to pay proper overtime. Further, the Company failed to pay doubletime wages on shifts lasting more than 12 hours.

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The Company also utilized a rounding policy and practice that routinely undercompensated Claimant and resulted in a net benefit to the Company and a net loss for Claimant. In other words, the Company's rounding policy is not neutral and results in systematic undercompensation for the Aggrieved Employees, in violation of California law. *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 903 (rounding policy is illegal where it is not "neutral, both facially and as applied"). Moreover, all underpayments caused by this rounding policy violate California law and lead to minimum, regular, and overtime wage violations under *Camp v. Home Depot U.S.A. Inc.*, (2022) 84 Cal. App. 5th 638, 660 (if an employer "can capture and has captured the exact time an employee has worked during a shift, the employer must pay the employee for 'all the time' worked").

Additionally, the Company paid employees on a piece-rate and/or commission basis, but failed to pay separate hourly compensation at no less than the minimum wage for nonproductive time where commission and piece-rate wages could not be earned, such as preparatory/post work, meetings, maintenance/downtime, cleanup, scheduling, and for rest and recovery periods. Also, the piece-rate and/or commission plan paid to Claimant and the Aggrieved Employees often resulted in a payment of wages at less than the required California minimum wage for all hours worked. Thus, the Company's pay policy violated California law by failing to provide separate hourly compensation to piece-rate and commission employees for rest and recovery periods and other nonproductive time.

Furthermore, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company's failure to accurately record and compensate for all hours worked, which led to frequent and reoccurring unpaid compensable time. For example, the Company frequently required Claimant and the Aggrieved Employees to perform pre- and post-shift work without recording such time – leading to unpaid wages – such as when being required by the Company to conduct off-the-clock work tasks such as composing and sending emails outside of work hours. These practices violate California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law "do[es] not allow employers to require employees to routinely work for minutes off the clock without compensation"); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when employee is under company's control and where the tasks served the employer's interests).

Claimant was also not provided compliant 30-minute off-duty meal periods, as mandated by California law, during his employment with the Company. As a result of the Company's policies and practices, Claimant was subjected to meal period violations when he was: (1) unable to take a meal period, (2) forced to take his meal period after the 5th hour of work, (3) not provided a mandated second meal period on occasions when he worked shifts in excess of 10 hours. Claimant and many other employees could not functionally take uninterrupted meal periods due to the task demands from the Company. The Company discouraged employees from taking proper meal periods, which often resulted in Claimant and other similarly situated employees staying on the premises and otherwise not exercising their right to leave the workplace, and taking short lunches, if any lunch was provided at all.

Moreover, the Company failed to record or keep accurate information regarding when Claimant and the Aggrieved Employees took their meal periods, in violation of the applicable IWC Wage Order § 7(A)(3).

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks and Claimant was often not authorized and/or permitted to take mandated rest breaks due to being overwhelmed by his hectic workload. On occasions when Claimant worked in excess of 10

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hours in a shift, the Company failed to authorize and/or permit a third mandated rest break. Furthermore, employees working on a piece-rate or commission-only basis were not compensated for rest breaks. The Aggrieved Employees could not earn income during a rest break since they could not simultaneously rest and perform commission and/or piece-rate work. This violates California law, which requires employers paying on a commission and/or piece-rate basis to provide separate *hourly* compensation for mandated paid rest breaks. *See e.g.* Labor Code § 226.2; *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864, 872 (employers are required to separately compensate employees for paid rest periods where the employer uses an “activity-based compensation system” that does not directly compensate for rest periods).

Also, at all relevant times, the Company utilized a policy and practice through which Claimant and the Aggrieved Employees accrued vacation and/or paid time off hours (collectively, “vacation hours”). California law, specifically Labor Code § 227.3, requires the Company to pay all accrued and unused vacation hours upon separation of employment at the final rate of pay. However, the Company’s policy and practice violated Labor Code § 227.3, as detailed below.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, meal and rest break premiums, and the Company further failed to pay the Aggrieved Employees for mandated sick time at a rate “calculated in the same manner as the regular rate of pay.”

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, home internet for remote work and home office equipment costs.

Finally, at all relevant times, the Company provided Claimant and the Aggrieved Employees with inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a), including failing to accurately state gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Claimant alleges that he worked under the joint direction and control of the Company and the Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the Company and the Owners acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the Company and the Owners are an integrated enterprise and should be treated as a single employer because the Company and the Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the Company and the Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all material times herein mentioned were the owners/officers of the Company, and Claimant’s and the Aggrieved Employees’ actual employer or, in the alternative, were individuals employed by the Company as a managerial and/or supervisory employee

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and/or agent. In addition, Claimant alleges that at all relevant times herein the Owners had the authority, in the interest of the Company to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that the Company and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, the Company and the Owners were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

Claimant also alleges that the Company was merely the alter ego of the Owners in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and the Owners exercised undue dominance, control, influence, and management over the Company. Claimant further alleges that, at all relevant times, the Company has been inadequately capitalized to conduct its business, has failed to follow appropriate corporate formalities, and has simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Accordingly, the corporate veil should be pierced, and any liability attached to the Company should be imposed jointly and severally against the Owners. Adherence to the fiction of the separate existence of the corporate entity of the Company would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, the Owners are liable for PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations regarding minimum wage among other claims. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding the same)

Based on Claimant's own personal observations, all Aggrieved Employees employed or formerly employed by the Company are entitled to similar wage and hour claims, as further set forth below.

**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 221-223, 226.2, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees, and failed to separately pay for all nonproductive time when paying Claimant and Aggrieved Employees on a commission and/or piece rate basis. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimant and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, regular, overtime, and/or doubletime wages. Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

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PAGA ASSESSMENT FOR FAILURE TO PROVIDE SEPARATE PAYMENT FOR REST AND RECOVERY PERIODS AND OTHER NONPRODUCTIVE TIME

(Labor Code § 226.2)

Labor Code § 226.2 requires employers paying their employees on a piece-rate basis to provide separate payment for rest and recovery periods and other nonproductive time. The Aggrieved Employees are and/or were employees of the Company who were paid on a piece-rate basis, yet the Company did not comply with the requirements of Labor Code § 226.2 for its piece-rate employees. As a result of these violations, penalties may be assessed pursuant to Labor Code § 2699, among possibly other sections.

PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS, REST BREAKS, AND WAGE PREMIUMS

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company’s policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee’s regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

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**PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION / PAID TIME OFF UPON
AN EMPLOYEE'S SEPARATION FROM EMPLOYMENT**

(Labor Code § 227.3)

Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon termination, pay to the employee all vested, but unused, vacation and/or paid time off at his or her *final rate of pay*.

Here, upon separation of employment, the Company paid Claimant and the Aggrieved Employees for vested but unused vacation at a rate lower than their final rate of pay, in direct violation of Labor Code § 227.3 and did not pay all accrued/owed vacation wages. Labor Code § 2699 imposes civil penalties for such violations and the penalties specific in Labor Code §§ 203 and 256 also apply for the failure to pay all wages due and owing upon separation of employment.

PAGA ASSESSMENT FOR FAILURE TO PAY SICK TIME AT PROPER RATE OF PAY

(Labor Code § 246)

Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

Here, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional compensation, or alternatively paid additional compensation in the form of commissions and/or piece rate. However, when Aggrieved Employees took sick time and received paid sick leave, the Company only paid sick time at the base rate of pay, not factoring in the additional compensation as required by Labor Code §§ 246(l)(1-2). As such, penalties may be assessed pursuant to Labor Code § 2699.

**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 256 and 2699)

Under Labor Code § 204(a), wages are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As a result of the Company’s failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 and/or 2699.

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PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.2, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code § 226.2(a) states “[f]or employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period [and] (B) [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time during the pay period.”

The Company also failed to provide accurate itemized wage statements to Claimant and all Aggrieved Employees due to violations including: failure to accurately state gross wages earned; failure to accurately state total hours worked; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates; failure to state the name and address of the legal entity that is the employer; failure to accurately state the corresponding number of hours worked at each hourly rate; failure to accurately state the number of piece-rate units earned by the Aggrieved Employees and any applicable piece-rate; failure to state the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period; and failure to state the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time

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during the pay period. Additionally, the Company's wage statements directly violated Labor Code § 226(a) each period due to the underpayments alleged above and the failure to pay and report premium wages for denied meal/rest breaks under § 226.7. The wage statements also violate § 226.2 as to piece-rate compensation. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

PAGA ASSESSMENT FOR VIOLATION OF IWC WAGE ORDERS

(Labor Code § 1174; IWC Wage Order § 6(A); IWC Wage Order § 7(A))

Labor Code § 1174 and the relevant IWC Wage Order required the Company to accurately record and maintain "each employee's "[t]ime records showing when the employee begins and ends each work period," the time that each meal period began and ended, daily hours worked, and total hours worked in the payroll period. The Company failed to comply with these requirements, triggering civil penalties under §§ 1174.5 and/or 2699 each period.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to the civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES

(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1) gives employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimant seeks attorney's fees pursuant to Labor Code § 218.5 and C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to his employment or other employees of the Company, he reserves the right to supplement this notice letter.

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Re: Paul v. Kneedler Fauchere Southern California and Gregorius/Pineo, Inc.

May 9, 2025

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Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'LW', with a long horizontal flourish extending to the right.

By: Luke Wagner, Esq.

E-mail: Luke@LMLfirm.com

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Gregorius/Pineo, Inc.
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Douglas Kinzley
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EXHIBIT “6”