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Ronald Evans and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RONALD EVANS; individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

SWEETENER PRODUCTS CO., an unknown
business entity; SWEETENER PRODUCTS,
INC., a California corporation; VERNON
WAREHOUSE CO., an unknown business
entity; VERNON CENTRAL WAREHOUSE,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 22STCV38329 (LEAD)
[Consolidated with Case No. 22NWC01544]

**DECLARATION OF DEVIN E.
RAUCHWERGER IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Information:

Date: July 23, 2026
Time: 10:00 AM
Dept.: 9
Judge: Hon. Elaine Lu

RONALD EVANS; individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

SWEETENER PRODUCTS CO., an unknown
business entity; SWEETENER PRODUCTS,
INC., a California corporation; VERNON
WAREHOUSE CO., an unknown business
entity; VERNON CENTRAL WAREHOUSE,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

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DECLARATION OF DEVIN RAUCHWERGER

I, Devin Rauchwerger, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California, and I am a partner at Domb & Rauchwerger LLP (“Class Counsel”) attorneys of record for Plaintiff Ronald Evans, (“Plaintiff” or “Class Representative”) and the proposed settlement class (the “Class”) in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”).

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement (the “Settlement Agreement”) signed by all parties. Attached hereto as **Exhibit 2** is a redline version of the Class Action and PAGA Settlement Agreement and Class Notice, showing how the Settlement Agreement and Class Notice were changed from the Los Angeles models.

3. Defendants Vernon Central Warehouse, Inc. dba Sweetener Products Co., and Sweetener Products, Inc., (collectively “Defendants”) make and supply a variety of sweetener products, including sugar and liquid sweeteners, to bakeries and other end users. Defendants have two locations in California and one in Washington, and are headquartered in Vernon, California.

4. After mediation, Class Counsel propounded formal written discovery requests on Defendants and served notices of deposition of Defendants’ Persons Most Knowledgeable regarding organizational structure and wage and hour practices, along with requests for production of documents. Defendants served responses to discovery and then served further responses a few months later after meet and confer efforts. The Parties also hired a third-party to administer the *belaire-west* process, after which Class Counsel received the contact information for the class members. Class Counsel was thereafter able to speak with some class members in order to obtain additional information relevant to the case. The Parties also met and conferred regarding the Person Most Knowledgeable (“PMK”) deposition topics and created a schedule for the various days of the PMK depositions. After further meet and confer discussions over

1 written discovery, Defense counsel served a second further response to the written discovery
2 requests, including updated data points, after which the Parties engaged in further settlement
3 discussions and were eventually able to reach an agreement that is presented to the Court as part
4 of this Motion.

5 5. I anticipate very few persons wishing to object to or opt out of the Settlement, and
6 any objections or opt outs would likely be the result of unique issues associated with the individual
7 seeking to opt-out.

8 6. I believe that the settlement with Defendants for the consideration and on the terms
9 set forth in the Settlement Agreement is fair, reasonable, adequate and is in the best interest of the
10 Class in light of all known risks, facts and circumstances. These risks include: the risk of
11 significant delay in class members receiving any type of funds, particularly if the Defendants were
12 to declare bankruptcy; the prospect of Defendants obtaining releases from putative class
13 members; the prospect of Defendants defeating the motion for class certification, and the
14 possibility that damages and penalties awarded may not be significant even if Plaintiff succeeds
15 at trial after certifying a class.

16 7. The key data points upon which I relied in analyzing Defendants' potential
17 exposure are listed as follows:

- 18 • Total Class Size: Approximately 188 individuals.
- 19 • Total number of workweeks for class between December 8, 2018 through
20 December 8, 2025: 38,137 workweeks.
- 21 • Total Former Employees within 3-year statute of limitations: 88.
- 22 • Total Aggrieved Employees who worked during the PAGA period: 148.
- 23 • Total number of pay periods for PAGA members from October 3, 2021 through
24 December 8, 2025: 12,677.
- 25 • Average Regular Rate: \$25.03 per hour.

26 8. Plaintiff alleges that Defendants' uniform policies, practices and procedures
27 regularly required class members to work off the clock, for which they were not paid.

28 9. To determine Defendants' reasonable exposure to the class for these off-the-clock

1 allegations, Plaintiffs' counsel assumed that employees worked approximately 20 minutes off-
2 the-clock per week. Based on the 38,137 workweeks, and using the average overtime rate of
3 \$37.55 per hour, this would mean that employees would have lost approximately \$477,348.17.

4 10. The risks related to proving these off-the-clock wage and overtime claims are
5 significant, as it is impossible to discern from the records the exact amount of alleged off-the-
6 clock work that each employee purportedly performed and what they are entitled to; these
7 questions could be viewed as creating individualized issues inappropriate for class certification,
8 particularly since Plaintiff would bear the burden of establishing liability for alleged off-the-clock
9 work.

10 11. Plaintiff alleges that he and the Class Members routinely did not receive lawful
11 and compliant meal periods, nor were they paid meal period premiums when a meal period was
12 missed, short or delayed.

13 12. In reviewing class member time records, they typically showed either exactly a
14 30-minute or 60-minute lunch, which suggested the meal breaks were synthetic. As such, the
15 records themselves were not very useful in terms of determining the expected violation rate given
16 they were typically facially compliant. Furthermore, Defendants started paying meal period
17 premiums as of February 6, 2023 for missed, late, or short meal periods. There were
18 approximately 25,810 workweeks worked between the start of the class period on December 8,
19 2018 through the date Defendants started paying meal break premiums on February 6, 2023.
20 Plaintiff's counsel estimated that class members did not receive a compliant meal break
21 approximately once per week during the period of December 8, 2018 until February 6, 2023.
22 Based on that assumption, and using the average hourly rate of \$25.03, Defendants' reasonable
23 exposure for meal break violations is \$646,024.30.

24 13. The risk with respect to the meal break claim is that the records do not typically
25 reflect meal break violations, therefore it will be dependent on Plaintiff to demonstrate through
26 testimony that most class members regularly were not able to take compliant meal breaks.

27 14. Plaintiff also alleged that he and other employees did not regularly receive
28 compliant rest periods. Rest period premiums were calculated assuming rest non-compliant rest

1 period per week, however because there was no evidence that Defendants started paying out rest
2 period premiums, Plaintiff's counseled assumed violations for the entire class period. As such,
3 at the hourly rate of \$25.03, Defendants' exposure for missed rest breaks is \$954,569.11.

4 15. Assuming that no penalty "stacking" will apply (i.e. the imposition of multiple
5 penalties per pay period), that the Court will use the violation rate of \$100 per pay period, and
6 that there are 12,677 pay periods during the PAGA period, potential PAGA penalties equal
7 \$1,267,750. Plaintiff's PAGA claim is also predicated on the violations described above, and
8 thus subject to the same disputes and defenses. A true and correct copy of Plaintiff's original
9 PAGA Notice dated October 3, 2022 is attached hereto as **Exhibit 3**. Pursuant to California Labor
10 Code section 2699(l), the Settlement Agreement, this motion, and all supporting papers have been
11 provided to the Labor and Workforce Development Agency and a proof of service is attached
12 hereto as **Exhibit 4**.

13 16. Plaintiff's Class Action Complaint only included a single cause of action under the
14 UCL, although the potential violations alleged under the UCL included claims for failing to:
15 provide accurate wage statements, timely pay wages upon termination, and reimburse necessary
16 business expenses.

17 17. With respect to Plaintiff's claim for reimbursement for necessary business
18 expenses, after further investigation into this claim, Class Counsel determined that this claim was
19 unlikely to be certified, and therefore does not attribute any value to this claim.

20 18. Based on the above estimates, the total amount of the possible damages that the
21 class could be awarded at trial, including PAGA penalties, is approximately \$2,394,879.08. This
22 takes into account 25% of the total PAGA penalties that would be awarded to the PAGA members,
23 since 75% of the fees go to the LWDA. However, after taking into account the strengths and
24 weaknesses of each claim, the unique risks associated therewith, the general risks associated with
25 litigating the case, and the significant additional costs and expenses that would be incurred by
26 both sides in litigating the Action through class certification, trial, and appeals, Class Counsel's
27 assessment of this case is that payment of \$686,466.00 is an excellent result that provides the
28 class with certain recovery over a relatively short period of time with significant savings in costs.

1 19. Defendants have reserved all rights to dispute Plaintiff's ability to satisfy any of
2 the requirements for class certification; however, the Parties have agreed that for purposes of
3 settlement, Defendants will not raise such a dispute.

4 20. The class consists of approximately 188 members with specifically identifiable
5 information. Here, the class is sufficiently numerous and there is a common interest to many
6 persons as this claim will confer significant benefits to those persons. Furthermore, it would be
7 impracticable to bring all of them before the Court on an individual basis. Moreover, the Class is
8 readily ascertainable as Defendants are in possession of contact information for its current and
9 former employees via regularly maintained employment records.

10 21. The common questions of law and fact clearly exist, as the underlying dispute
11 involves Defendants' employment policies and practices which affected all the employees in the
12 proposed Class.

13 22. Plaintiff is a Class Representative who can adequately represent the Class.

14 23. I graduated from USC School of Law in 2010. After law school, I was an
15 Associate Attorney at Lawyers for Justice, PC, the Mathews Law Group, the Rager Law Firm,
16 McCune & Harbor, Jackson Lewis LLP and Fisher & Phillips LLP, before becoming a Partner at
17 Fisher & Phillips LLP. During my career, I have represented numerous clients in class action
18 litigation.

19 24. I have represented both plaintiffs and defendants in numerous class actions and
20 other complex matters. These matters include:

- 21 • *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al.*, Los Angeles County Superior
22 Court Case No. BC489800;
- 23 • *Vikki Allen v. Covenant Security Services*, Los Angeles County Superior Court Case No.
24 18STCV08573;
- 25 • *Angel Caracoza v. Ashley Furniture Services, Inc.*, San Bernadino County Superior Court
26 Case No. CIVSB2118827;
- 27 • *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernadino County
28 Superior Court Case No. CIDVS2014776, US District Court for the Central District of

1 California, Case No. 5:2020cv02662;

- 2 • *James Thomas v. Crothall Healthcare, Inc.*, San Francisco County Superior Court Case
- 3 No. CGC-18-566489
- 4 • *George Gonzalez v. Ashley Furniture Industries, Inc.*, San Bernadino County Superior
- 5 Court Case No. CIVDS2017425;
- 6 • *Darrell Alexander v. Farmdale Creamery, Inc.*, San Bernardino County Superior Court
- 7 Case No. CIVSB2205382;
- 8 • *Jessica Raye Lucia v. Summitview Child & Family Services, Inc.*, El Dorado County
- 9 Superior Court Case No. 22CV0636;
- 10 • *Rufus McWilliams v. Karma Automotive, LLC*, Riverside County Superior Court Case
- 11 No. CVRI2102922;
- 12 • *George Martinez v. Northwest Exteriors, Inc.*, Sacramento County Superior Court Case
- 13 No. 34-2022-00318192;
- 14 • *Juan Rojas Contreras v. Asphalt Fabric and Engineering, Inc.*, Los Angeles County
- 15 Superior Court Case No. 21STCV40362
- 16 • *Jose Vazquez v. ETS Express, Inc., et al.*; Ventura County Superior Court Case No.: 56-
- 17 2020-00545435-CU-OE-VTA;
- 18 • *Tremain Johnson, et al. v. Weckworth Electric Group, Inc., et al.*; Alameda County
- 19 Superior Court Case No.: 21CV001491;
- 20 • *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.*, Alameda County Superior Court
- 21 Case No. RG19010781;
- 22 • *Desiree Vasquez, et al. v. Your Home Nursing Services, Inc.*; Napa County Superior
- 23 Court Case No. 22CV000508;
- 24 • *Terrica Brown v. Sunny Rose Glen, LLC*, Riverside County Superior Court Case No.
- 25 CVRI2101016;
- 26 • *Charmaine Velazquez, et al. v. Ettie Lee Homes, Inc.*, Los Angeles County Superior
- 27 Court Case No. 22STCV19234;
- 28

- 1 • *Esmeralda Maken v. Ascencia*, Los Angeles County Superior Court Case No.
2 22STCV13406;
- 3 • *Lizette Ruelas v. LY Brothers Corporation, et al.*; Alameda County Superior Court Case
4 No.: RG19001774;
- 5 • *Cruzelmá Martinez, et. al. v. Burger Rehabilitation Systems, Inc.*, Sacramento County
6 Superior Court Case No. 34-2020-00286930;
- 7 • *Sabrina Cook v. Excelsior Charter Group, et al.*, San Bernardino County Superior
8 Court Case No. CIVSB2220219;
- 9 • *Steve Batta, et al. v. So Cal Elite Traffic*; San Bernardino County Superior Court Case
10 No.: CIVSB2126086;
- 11 • *David Frederick Bitonti, et al. v. Teen Road To Safety, Inc., et al.*; Orange County
12 Superior Court Case No. 30-2023-01333703-CU-OE-CXC;
- 13 • *Linda Medina, et al. v. Easy Health, Inc., et al.*; Los Angeles County Superior Court
14 Case No. 23SMCV04232;

15 I am qualified to evaluate the risks and benefits of both litigation and settlement in this
16 matter and recommend this Settlement as fair and reasonable to the Class.

17 25. I calculated the estimated Net Settlement Amount of \$354,702.90 (which does
18 NOT include the \$50,000.00 allocated to PAGA Penalties, including Individual PAGA Payments)
19 by taking the \$686,466.00 Gross Settlement Amount and subtracting: the requested Class Counsel
20 Fees Payment of 35% of the Gross Settlement Amount (\$240,263.10), the requested Class
21 Counsel Litigation Expenses Payment for reimbursement of litigation costs (in the maximum
22 amount of \$26,000.00), Class Representative Service Payment of \$7,500.00 to Plaintiff,
23 Administration Expenses Payment to the Settlement Administrator for costs of up to \$8,000.00,
24 and PAGA Penalties of \$50,000.00. Based on the number of class members, the average
25 Individual Class Payment is approximately \$1,886.72.

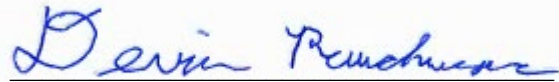
26 26. The Parties agree that the formula for allocating the Individual Class Payments to
27 Participating Class Members is reasonable and that the payments provided herein are designed to
28 provide a fair settlement to such persons, in light of the uncertainties regarding the calculation of

1 alleged wages, penalties, interest, and expense reimbursement to each Participating Class
2 Member.

3 27. Based on my discussions with Defense counsel, Defendants' entire workforce
4 population speaks and reads English.

5 28. Domb & Rauchwerger LLP and Lawyers for Justice P.C. have agreed to split the
6 fees awarded by this Court with 55% attributed to Domb & Rauchwerger LLP and 45% attributed
7 to Lawyers for Justice, P.C. Plaintiff signed off on this fee agreement before Domb &
8 Rauchwerger was brought onto the matter. A true and correct copy of the Consent to Agreement
9 re: Division of Attorneys' Fees and Costs is attached hereto as **Exhibit 5.**

10 I declare under penalty of perjury under the laws of the United States and the State of
11 California that the foregoing is true and correct. Executed on May 18, 2026, in Orange County,
12 California.

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15 Devin E. Rauchwerger
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Ronald Evans (“Plaintiff”) and defendants Vernon Central Warehouse Inc. dba Sweetener Products Co., and Sweetener Products, Inc. (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Ronald Evans v. Sweetener Products Co., et al.*, Case No. 22STCV38329 initiated on December 8, 2022 and pending in the Superior Court of the State of California, County of Los Angeles, along with the Plaintiff’s PAGA lawsuit against Defendants originally captioned *Ronald Evans v. Sweetener Products Co., et al.*, Case No. 22NWCV01544, which was consolidated with the lead Class Action case on June 7, 2023.

1.2 “Administrator” means Phoenix Class Action Administration Solutions, 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 “Aggrieved Employee” means all current or former hourly-paid or non-exempt employees who worked for Defendants within the State of California during the PAGA Period.

1.5 “Class” means all current or former hourly-paid or non-exempt employees who worked for Defendants during the Class Period, who did not sign an individual settlement or severance agreement releasing their claims.

1.6 “Class Counsel” means Domb & Rauchwerger LLP and Lawyers for Justice, PC.

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

1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, Member’s start date, and the Class Member’s termination date, if applicable.

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

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee 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 or Aggrieved Employees.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from December 8, 2018 to December 8, 2025, subject to the escalator clause.

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

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

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

1.16 “Defendants” means named Defendants Vernon Central Warehouse, Inc. dba Sweetener Products Co. and Sweetener Products, Inc.

1.17 “Defense Counsel” means Webster Kaplan LLP.

1.18 “Effective Date” means the date on which the Judgment becomes 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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21 “Gross Settlement Amount” or “GSA” means \$686,466.00 which is the total amount Defendants agree to pay under the Settlement, excluding any Employer share of the payroll taxes. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

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

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from October 3, 2021 to December 8, 2025.
- 1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.32 “PAGA Notice” means Plaintiff’s letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and 75% to the LWDA (\$37,500) in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Ronald Evans, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.
- 1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.39 “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and related entities.
- 1.40 “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.
- 1.41 “Response Deadline” means 60 days after the Administrator mails the Class Notice 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 the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. 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.

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

1.43 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1 On December 8, 2022, Plaintiff commenced this Action by filing a Class Action complaint (“Class Action”) alleging a single cause of action against Defendants for Violation of California Business & Professions Code §§ 17200, et seq., based on underlying violations of the Labor Code and Wage Orders including: 1) failure to pay overtime, 2) failure to provide compliant meal periods, 3) failure to provide compliant rest periods, 4) failure to pay all minimum wages owed, 5) failure to timely pay wages upon termination, 6) failure to timely pay wages during employment, 7) failure to provide compliant wage statements, 8) failure to keep accurate payroll records, and 9) failure to reimburse necessary business expenses.

Also on December 8, 2022, Plaintiff commenced a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. (“PAGA Case”) alleging the same Labor Code violations alleged in the Class Action, but on a representative basis.

Defendants deny the allegations in the Class Action and PAGA Case, deny any failure to comply with the laws identified in in the Class Action and PAGA Case and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on October 3, 2022.

2.3 On June 7, 2023, the Class Action and PAGA Action were consolidated, with the Class Action designated as the lead case.

2.4 On July 22, 2024, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, however the parties were not able to settle at mediation. The parties continued to litigate the case and engage in discovery, and were eventually able to reach a settlement via direct negotiations on December 29, 2025 for the GSA.

2.5 Before engaging in mediation and eventually, direct negotiations, Plaintiff obtained, through both informal and formal discovery, Plaintiff’s personnel file, Defendant’s wage and hour policies that were in effect during the Class Period, a representative sampling of time and pay records for the Class Members, and the contact information for the Class Members through the *Belaire-West* process. 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*”).

2.6 The Court has not granted class certification.

2.7 The Parties, Class Counsel and Defense Counsel represent 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. Defendants promises to pay \$686,466.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. 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 of not more than \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment 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 35%, which is currently estimated to be \$240,263.10, and a Class Counsel Litigation Expenses Payment of not more than \$26,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$8,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$8,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (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 \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates and Escalator Clause. Based on a review of its records to date, Defendants estimate there are 188 Class Members who collectively worked a total of 38,187 Workweeks during the Class Period, and 148 Aggrieved Employees who worked a total of 12,677 PAGA Pay Periods during the PAGA Period. If the total number of Workweeks worked by the Class Members during the Class Period increases by more than ten percent (10%), or 42,005.7 Workweeks, then Defendant has the option of either: 1) increasing the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by Class members above the 10% threshold (e.g., if the number of Workweeks increases by 11% to 42,387.57, the Gross Settlement Amount will increase by one percent (1%); or 2) adjusting the end of the Class Period to a date where the total Workweeks do not exceed 42,005.7 Workweeks.

4.2 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 no later than 14 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants 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 and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees 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 Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees 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 check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.5 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 or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross

Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences regarding any aspect of Plaintiff's employment, 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 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("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, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members:

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 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. Except as set forth in Section 5.3 of this Agreement, 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 events occurring outside the Class Period.

5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notice that are alleged to have occurred during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly 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 10 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 and Cy Pres Recipient (if applicable). In their declarations, Defense Counsel and Defendants shall aver whether they are 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, subdivision (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 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 the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are 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; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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 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 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 Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a

fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with 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 under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 Not later than 15 days after the Court grants Preliminary Approval, 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 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. 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, Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the 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 deadline for Class Members' written objections, challenges to Workweeks, 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. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received 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 are later.

7.5 Requests for Exclusion (Opt-Outs).

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. A Request for Exclusion is a letter from a Class Member or the Class Member's 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, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks 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 Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is 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 Workweeks 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 this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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 Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, 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 a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion 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 or invalid) received, objections received, challenges to Workweeks 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 Administrator's Declaration. Not later than 7 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 it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 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. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void 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 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 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of the notice and memorandum in support of the Motion for Final Approval to Defense Counsel not later than five business days before 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 five court days before 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 or Administration 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 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, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, 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 Net Settlement Amount.

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

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. 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 has any liability for any claims asserted; nor is it intended or should be 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, grant Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest 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 Before Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, 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) 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, 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 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 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 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 laws of the State of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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 the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 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 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 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, before the Court's discharge of the Administrator's obligation, Defendants makes 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 references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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 or messenger, addressed as follows:

To Plaintiff:

Zack Domb, Esq.
zack@dombrauchwerger.com
Devin Rauchwerger, Esq.
devin@dombrauchwerger.com
Domb & Rauchwerger LLP
1055 E. Colorado Blvd., Fifth Floor
Pasadena, CA 91106

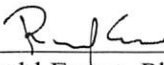
To Defendants:

Michelle Cuenca Terry, Esq.
Andrew B. Kaplan, Esq.
mterry@wksllp.com
Webster Kaplan LLP
16830 Ventura Blvd., Ste. 130
Encino, CA 91436

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

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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 05 / 09 / 2026, 2026



Ronald Evans, Plaintiff

Dated: 5/11/2026, 2026

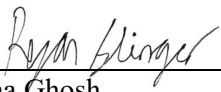


Full Name: Dale Jabour
Title: President/CEO
On behalf of Vernon Central Warehouse, Inc. dba Defendants
Sweetener Products Co., Sweetener Products, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

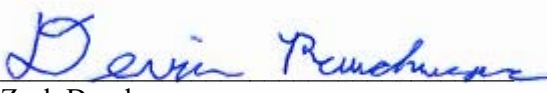
Dated: May 13, 2026



Joanna Ghosh
Ryan Slinger
Attorneys for Plaintiff and Proposed Class Counsel

DOMB & RAUCHWERGER LLP

Dates: May 11, 2026



Zack Domb
Devin Rauchwerger
Attorneys for Plaintiff and Proposed Class Counsel

WEBSTER KAPLAN LLP

Dated: _____, 2026

Michelle Cuenca Terry
Attorneys for Defendants Vernon Central Warehouse, Inc. dba Sweetener Products Co., and Sweetener Products, Inc.

APPROVED AS TO FORM:

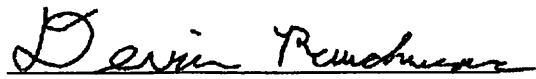
LAWYERS *for* JUSTICE, PC

Dated: _____, 2026

Joanna Ghosh
Ryan Slinger
Attorneys for Plaintiff and Proposed Class Counsel

DOMB & RAUCHWERGER LLP

Dates: May 11, 2026



Zack Domb
Devin Rauchwerger
Attorneys for Plaintiff and Proposed Class Counsel

WEBSTER KAPLAN LLP

Dated: May 14,, 2026



Michelle Cuenca Terry
Attorneys for Defendants Vernon Central Warehouse, Inc. dba Sweetener
Products Co., and Sweetener Products, Inc.

EXHIBIT 2

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Ronald Evans (“Plaintiff”) and ~~defendant~~ XYZ ~~defendants~~ Vernon Central Warehouse Inc. dba Sweetener Products Co., and Sweetener Products, Inc. (collectively “Defendants”). The Agreement refers to Plaintiff and XYZ Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against ~~XYZ captioned~~ initiated on and pending in the Court Defendants captioned Ronald Evans v. Sweetener Products Co., et al, Case No. 22STCV38329 initiated on December 8, 2022 and pending in the Superior Court of the State of California, County of Los Angeles, along with the Plaintiff’s PAGA lawsuit against Defendants originally captioned Ronald Evans v. Sweetener Products Co., et al., Case No. 22NWCV01544, which was consolidated with the lead Class Action case on June 7, 2023.

1.2 “Administrator” means Phoenix Class Action Administration Solutions, 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 “Aggrieved Employee” means ~~[e.g., a person employed by XYZ in California and classified as a~~ all current or former hourly-paid or non-exempt employees who worked for ~~XYZ Defendants within the State of California~~ during the PAGA Period~~].~~

~~1.5 “Class” means [define class, e.g., all persons employed by XYZ in California and classified as~~
1.5 current or former hourly-paid or non-exempt employees who worked for ~~XYZ Defendants~~ during the Class Period~~], who did not sign an individual settlement or severance agreement releasing their claims.~~

1.6 “Class Counsel” means Domb & Rauchwerger LLP and Lawyers for Justice, PC.

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

1.8 “Class Data” means Class Member identifying information in XYZ’s Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, Member’s start date, and number of the Class Period Workweeks and PAGA Pay Periods. Member’s termination date, if applicable.

~~1.8~~

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

~~“~~

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee 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 or Aggrieved Employees.

~~1.11~~ “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be

1.11 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.

1.12 “Class Period” means the period from _____ ~~to~~ December 8, 2018 to December 8, 2025, subject to the escalator clause.

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

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

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

~~1.16~~ “XYZ” means named Defendant _____.

1.16 “Defendants” means named Defendants Vernon Central Warehouse, Inc. dba Sweetener Products Co. and Sweetener Products, Inc.

1.17 “Defense Counsel” means _____ Webster Kaplan LLP.

1.18 “Effective Date” means the date on which the Judgment becomes 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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21 “Gross Settlement Amount” or “GSA” means \$~~_____~~686,466.00 which is the total amount ~~XYZ agrees~~Defendants agree to pay under the Settlement, excluding any Employer share of the payroll taxes. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

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

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share ~~[25%/35%]~~1% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.¹

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

1.25 “LWDA” means the California Labor and Workforce Development Agency.

~~1.26~~ “LWDA PAGA Payment” means the ~~[75%/65%]~~1% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for ~~XYZ~~Defendants for at least one day during the PAGA Period.

1.30 “PAGA Period” means the period from ~~_____~~October 3, 2021 to ~~_____~~December 8, 2025.

1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.32 “PAGA Notice” means Plaintiff’s _____ letter to ~~XYZ Defendants~~ and the LWDA ~~[and Plaintiff’s _____ letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated ~~[25%/35%]~~% to the Aggrieved Employees ~~((\$12,500))~~ and ~~[75%/65%]~~% to the LWDA ~~((\$37,500))~~ in settlement of PAGA claims.

1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 “Plaintiff” means _____ Ronald Evans, the named plaintiff in the Action.

1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

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

1.39 “Released Parties” means ~~XYZ Defendants~~ and each of ~~its~~their former and present ~~[directors,], [officers,], [shareholders,], [owners,], [members,], [attorneys,], [insurers,], [predecessors,], [successors,], [assigns,], [parents,], [subsidiaries,], [affiliates,], and related entities.~~

1.40 “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.

~~1.41~~ “Response Deadline” means ~~[e.g., 60]~~ days after the Administrator mails the Class Notice 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 the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. 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.

~~1.41~~

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

1.43 “Workweek” means any week during which a Class Member worked for XYZ Defendants for at least one day, during the Class Period.[#]

2. RECITALS.

2.1 On _____ December 8, 2022, Plaintiff commenced this Action by filing a Class Action complaint (“Class Action”) alleging ~~causes a single cause~~ of action against ~~XYZ Defendants~~ for _____.] [On _____ Violation of California Business & Professions Code §§ 17200, et seq., based on underlying violations of the Labor Code and Wage Orders including: 1) failure to pay overtime, 2) failure to provide compliant meal periods, 3) failure to provide compliant rest periods, 4) failure to pay all minimum wages owed, 5) failure to timely pay wages upon termination, 6) failure to timely pay wages during employment, 7) failure to provide compliant wage statements, 8) failure to keep accurate payroll records, and 9) failure to reimburse necessary business expenses.

2.1 _____ Also on December 8, 2022, Plaintiff ~~filed a [e.g., First Amended]~~ commenced a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. (“PAGA Case”) alleging ~~causes of action against XYZ for the same Labor Code violations alleged in the Class Action, but on a representative basis.~~

_____. The ~~[e.g., First Amended]~~ Complaint is the operative complaint in the Action (the “Operative Complaint”).] ~~XYZ denies~~

_____. Defendants deny the allegations in ~~the Operative Complaint, denies the Class Action and PAGA Case, deny~~ any failure to comply with the laws identified in in the ~~Operative Complaint Class Action~~ and ~~denies PAGA Case and deny~~ any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to ~~XYZ Defendants~~ and the LWDA by sending the PAGA Notice on October 3, 2022.

2.3 _____ On _____ June 7, 2023, the Class Action and PAGA Action were consolidated, with the Class Action designated as the lead case.

2.3.2.4 _____ On July 22, 2024, the Parties participated in an all-day mediation presided over by _____ ~~which led Tagore Subramaniam, however the parties were not able to this Agreement [or describe alternative means of negotiation] settle at mediation.~~ The parties continued to litigate the case and engage in discovery, and were eventually able to reach a settlement via direct negotiations on December 29, 2025 for the GSA.

2.4.2.5 _____ Before ~~[engaging in mediation] [negotiating the Settlement], and eventually, direct negotiations,~~ Plaintiff obtained, through ~~[formal] [both informal] and formal~~ discovery, _____ Plaintiff’s personnel file, Defendant’s wage and hour policies that were in effect during the Class Period, a representative sampling of time and pay records for the Class Members, and the contact information for the Class Members through the *Belair-West* process. 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*”).

2.52.6 The Court ~~[has]~~[has not] granted class certification.

2.62.7 The Parties, Class Counsel and Defense Counsel represent ~~[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.

3.1 Gross Settlement Amount. ~~XYZ~~Defendants promises to pay \$~~686,466.00~~ and no more as the Gross Settlement Amount ~~[and to separately pay 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 the deadline stated in Paragraph 4.2.ⁱⁱⁱ 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.

3.2 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 of not more than \$~~7,500~~ (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~~Defendants will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment 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 ~~35%~~, which is currently estimated to be \$~~240,263.10~~, and a Class Counsel Litigation Expenses Payment of not more than \$~~26,000~~. ~~XYZ~~26,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger

listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment 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.

~~3.2.3~~ To the Administrator: An Administration Expenses Payment not to exceed ~~3.2.3~~ \$8,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$8,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. ~~20%~~ of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The ~~remaining 80%~~ of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g., penalties and interest and penalties]~~ (the "Non-Wage Portion").^{iv} 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 \$50,000 to be paid from the Gross Settlement Amount, with ~~[75%/65%]~~ 75% (\$37,500) allocated to the LWDA PAGA Payment and ~~[25%/35%]~~ 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing

the amount of the Aggrieved Employees' ~~[25%/35%]~~% share of PAGA Penalties (\$ 12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

~~4.1~~ Class Size Estimates and Escalator Clause. Based on a review of its records to date, ~~XYZ estimates~~Defendants estimate there are ~~188~~ Class Members who collectively worked a total of 38,187 Workweeks during the Class Period, and 148 Aggrieved Employees who worked a total

4.1 of 12,677 PAGA Pay Periods* during the PAGA Period. If the total number of Workweeks worked by the Class Members during the Class Period increases by more than ten percent (10%), or 42,005.7 Workweeks, then Defendant has the option of either: 1) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by Class members above the 10% threshold (e.g., if the number of Workweeks increases by 11% to 42,387.57, the Gross Settlement Amount will increase by one percent (1%); or 2) adjusting the end of the Class Period to a date where the total Workweeks do not exceed 42,005.7 Workweeks.

4.2 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]~~ days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within ~~[14]~~ days after ~~XYZ~~Defendants 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 and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees 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 Payments to all Participating Class Members

(including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees 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 check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check ~~[to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient")]~~ [to the California Controller's Unclaimed Property Fund in the name of the Class Member]. ~~[The Parties, Class Counsel and Defense Counsel represent that they have thereby leaving no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient]. "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).~~

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.5 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 or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and

discharge Released Parties from all claims, transactions or occurrences ~~[that occurred during the Class Period]~~, regarding any aspect of Plaintiff's employment, including, but not limited to:

~~5.1~~

(a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("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, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. ^{xx}

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

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

5.2 Release by Participating Class Members:

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 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.]~~. Except as set forth in Section 5.3 of this Agreement, 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 events occurring outside the Class Period.

5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notice that are alleged to have occurred during the PAGA Period ~~and the PAGA Notice [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]~~.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly 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 –10 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 aver whether they are 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, subdivision (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; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the ~~Superior Court of Los Angeles County’s Superior Court’s~~ Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator ~~and/or the Cy Pres Recipient~~. In their declarations, Plaintiff and Class Counsel shall aver whether they are 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; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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 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 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 Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment,

7.1 Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with 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 under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 Not later than ~~[e.g., 15]~~ days after the Court grants Preliminary Approval, ~~XYZ~~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 effect and perform under this Agreement. ~~XYZ-~~hasDefendants 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 ~~XYZ~~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. 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, Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ~~[14]~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit ~~A~~. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the 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 deadline for Class Members' written objections, challenges to Workweeks, 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. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, ~~XYZ~~Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received 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 are later.

7.5 Requests for Exclusion (Opt-Outs).

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. A Request for Exclusion is a letter from a Class Member or the Class Member's 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, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks 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 Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is 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 Workweeks 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 this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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 Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, 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 a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion 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 or invalid) received, objections received, challenges to Workweeks 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

7.8.3 assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than ~~{14}~~7 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 it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 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. **XYZ'S DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~—~~10% of the total of all Class Members, XYZ Defendants may, but ~~is~~ are not obligated ~~to~~, 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}~~ 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 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of ~~these documents~~ the notice and memorandum in support of the Motion for Final Approval to Defense Counsel not later than ~~{seven}~~ five business days before 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 ~~that~~ than five court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~9.1~~

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 or Administration 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 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, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, 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 Net Settlement Amount.

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

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. 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 XYZDefendants that any of the allegations in the Operative Complaint have merit or that XYZDefendants has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that XYZ'sDefendants' 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-reservesDefendants reserve the right to contest certification of any class for any reason, XYZDefendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest XYZ'sDefendants' 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 Before Preliminary Approval. Plaintiff, Class Counsel, XYZDefendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, 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) 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, XYZDefendants 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 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 ~~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 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 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, ~~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.

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 laws of the State of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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 the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZDefendants in connection with the mediation, other settlement negotiations, or 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 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 XYZDefendants unless, before the Court's discharge of the Administrator's obligation, XYZDefendants makes 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 references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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 or messenger, addressed as follows:

To Plaintiff:

Zack Domb, Esq.
zack@dombrauchwerger.com
Devin Rauchwerger, Esq.
devin@dombrauchwerger.com
Domb & Rauchwerger LLP
1055 E. Colorado Blvd., Fifth Floor
Pasadena, CA 91106

To XYZDefendants:

Michelle Cuenca Terry, Esq.

Andrew B. Kaplan, Esq.
mterry@wksllp.com
Webster Kaplan LLP
16830 Ventura Blvd., Ste. 130
Encino, CA 91436

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

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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

For

Dated: _____, 2026

Ronald Evans, Plaintiff _____ For XYZ

(date)

(date)

Counsel For

Dated: _____, 2026

Full Name:

Title:

On behalf of Vernon Central Warehouse, Inc. dba
Defendants Sweetener Products Co., Sweetener Products,
Inc.

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: _____, 2026

Joanna Ghosh

Ryan Slinger

Attorneys for Plaintiff _____ and Proposed Class Counsel

DOMB & RAUCHWERGER LLP

Dates: _____, 2026

Zack Domb

Devin Rauchwerger

Attorneys for Plaintiff and Proposed Class Counsel ~~For XYZ~~

(date) _____ (date)

WEBSTER KAPLAN LLP

Dated: _____, 2026

Michelle Cuenca Terry

Attorneys for Defendants Vernon Central Warehouse, Inc. dba Sweetener
Products Co., and Sweetener Products, Inc.

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

[Redacted Name]
Ronald Evans v. Sweetener Products Co., Et. Al., Case Number 22STCV38329

*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 [Redacted Name] ~~[abbreviate name; “XYZ” is used herein as a placeholder]~~ Vernon Central Warehouse, Inc. dba Sweetener Products Co., and Sweetener Products, Inc. (“Sweetener” or “Defendants”) for alleged wage and hour violations. The Action was filed by a ~~[former]~~ XYZ Sweetener employee [Redacted Name] **Ronald Evans** (“Plaintiff”) and seeks payment of (1) back wages- ~~[and, missed meal breaks, missed rest breaks, and other relief]~~ for various alleged wage and hour violations for a class of ~~[e.g., hourly], non-exempt~~ employees (“Class Members”) who worked for XYZ Sweetener in California during the Class Period [Redacted Name] ~~of December 8, 2018 to [Redacted Name];~~ December 8, 2025 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all ~~[e.g., hourly], non-exempt~~ employees who worked for XYZ Sweetener in California during the PAGA Period ~~([Redacted Name] of October 3, 2021 to [Redacted Name])~~ December 8, 2025 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a class settlement requiring XYZ Sweetener to fund individual class payments, and (2) a PAGA settlement requiring XYZ Sweetener to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on XYZ’s Sweetener’s records, and the parties’ current assumptions, **your individual class payment is estimated to be \$___ (less withholding) and your individual PAGA payment is estimated to be \$_____**. The actual amount you may receive 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 XYZ’s Sweetener’s records you are not eligible for an individual PAGA payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on XYZ’s Sweetener’s records showing that **you worked _ workweeks** during the Class Period and **you worked ___ workweeks** Pay Periods during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more Pay Periods during the PAGA 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 XYZSweetener to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against XYZSweetener.

<u>You Don't Have to Do Anything to Participate in the Settlement</u>	<u>If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Sweetener that are covered by this settlement ("Released Claims").</u>
<u>You Can Opt-out of the Class Settlement but not the PAGA Settlement</u> <u>The Opt-out Deadline is</u>	<u>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.</u> <u>You cannot opt-out of the PAGA portion of the proposed settlement. Sweetener must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</u>
<u>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</u> <u>Written Objections Must be Submitted by</u>	<u>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.</u> <u>You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.</u>

If you worked for XYZSweetener during the Class Period and/or the PAGA 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 and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Sweetener.

~~Period wage claims against XYZ.~~

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting ~~thea~~ 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 ~~XYZSweetener~~, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

~~You Don't Have to Do Anything to Participate in the Settlement~~	~~If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against XYZ that are covered by this settlement ("Released Claims").~~
~~You Can Opt-out of Participate in the Class Settlement but not the PAGA Settlement~~ ~~The Opt-out Deadline is Final Approval Hearing~~	~~If you~~ The Court's final approval hearing is scheduled to take place on [REDACTED] . You don't ~~want~~ have to fully participate in attend but you do have the proposed settlement, you can opt-out of right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using 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-Court's virtual appearance platform. Participating Class Members ~~cannot~~ can verbally object to any portion of the settlement at the proposed settlement final approval hearing. See Section ~~VIVIII~~ of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. XYZ must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
~~Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement~~ ~~You Can Challenge the Calculation of Your Workweeks/Pay Periods~~ ~~Written Objections Challenges Must be Submitted by~~ [REDACTED]	~~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. The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay~~

	periods you worked according to Sweetener’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.
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/Pay Periods Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods 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 Sweetener employee. The Action accuses XYZ Sweetener 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]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiff is represented by attorneys in the Action:

_____. Lawy
ers for Justice, PC and Domb & Rauchwerger, LLP (“Class Counsel.”).

XYZ Sweetener 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 Sweetener or Plaintiff is correct on the merits.

In the meantime, Plaintiff and XYZ Sweetener hired [an experienced, neutral mediator/a retired judge/—] and engaged in other informal 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

XYZSweetener 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, XYZSweetener 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) XYZSweetener 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. XYZSweetener Will Pay \$—686,466 as the Gross Settlement Amount ("Gross Settlement"). XYZSweetener has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, XYZSweetener 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, 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 \$_____ [240,263.10 (35% of the Gross Settlement)] to Class Counsel for attorneys' fees and up to \$_____ 26,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$_____ 7,500 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 and any individual PAGA payment.

C. Up to \$_____ 8,000 to the Administrator for services administering the settlement.

D. Up to \$_____ 50,000 for PAGA penalties, allocated 75%/65% to the LWDA and 25%/35% to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. 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 XYZSweetener are asking the

Court to approve an allocation of 20% of each individual class payment to taxable wages (“Wage Portion”) and 80% 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(Sweetener will separately pay 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 ~~XYZSweetener~~ 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 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.]~~

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 _____, 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 the 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 ~~XYZSweetener~~.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against ~~XYZSweetener~~ 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 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 ~~XYZSweetener~~ have agreed that, in either case, the settlement will be void, ~~XYZSweetener~~ will not pay any money, and Class Members will not release any claims against ~~XYZSweetener~~.

8. Administrator. The Court has appointed a neutral company, _____ Phoenix Class Action Administration Solutions (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.

9. Participating Class Members' Release. After the Judgment is final and XYZSweetener 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 XYZSweetener or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

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. Released Parties means Defendants and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 each of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment their former and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on events occurring outside the Class Period. viii present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and related entities.~~

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZSweetener has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against XYZSweetener, 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 XYZSweetener or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties, from all claims for PAGA ~~penalties~~ Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notice that are alleged to have occurred during the PAGA Period ~~and the PAGA Notice [including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~ viii

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. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$12,500 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in XYZ'sSweetener's records, is stated in the first page of this notice. You have until _____ to challenge the number of Workweeks credited to you. 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'sSweetener's calculation of Workweeks based on XYZ'sSweetener'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'sSweetener's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the individual class payment and the individual PAGA payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.

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

_____Ronald Evans v. Sweetener Products Co., Et. Al., Case Number 22STCV38329, 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 ~~XYZSweetener~~ are asking the Court to approve. At least 16 Court 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~~ _____

_____ ~~or the Court's website~~ _____.

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 _____ ~~as Ronald Evans v. Sweetener Products Co., Et. Al., Case Number 22STCV38329~~, and include your name, current address, telephone number and approximate dates of employment for ~~[XYZ]Sweetener~~, 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 ~~[_____]~~ 19 of the ~~Los Angeles Superior Court of Los Angeles County~~, 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.org/lacc/~~) 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 _____ 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 ~~XYZSweetener~~ 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~~
~~other settlement documents is to go to Phoenix's website at~~ [redacted].
~~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>)-~~
~~[confirm]~~(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for
the Action, Case No. -22STCV38329. 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.

Class Counsel:

Name of Attorney: Zack Domb and Devin Rauchwerger

Email Address: zack@dombrauchwerger.com; devin@dombrauchwerger.com

Name of Firm: Domb & Rauchwerger LLP

Mailing Address: 1055 E. Colorado Blvd., 5th Floor, Pasadena, California 91106

Telephone: 213-537-9225

Counsel for Sweetener:

Name of Attorneys: Michelle Cuenca Terry and Andrew Kaplan

Email Address: mterry@wksllp.com; akaplan@wksllp.com

Name of Firm: Webster Kaplan LLP

Mailing Address: 16830 Ventura Blvd., Ste. 130, Encino, California 91436

Telephone: 310-282-9494

**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 For PAGA settlements involving PAGA notice letters sent to the LWDA after June 19, 2024, ensure that Plaintiff complies with the new PAGA requirements established by S.B. 92 and A.B. 2288. The PAGA penalty allocation in the Settlement Agreement should be revised to reflect the updated structure detailed in Lab. Code, § 2699(m) — 65% of the amount to the LWDA, 35% to Aggrieved Employees.

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

ⁱⁱⁱ 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.

^{iv} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code section 226, subdivision (a) claim).

^v Insert any negotiated terms addressing the possibility that XYZ’s estimates of Class size, Workweeks, or PAGA Pay Periods 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, Workweeks, or PAGA Pay Periods exceed XYZ’s estimates. Counsel must finalize the end dates of the Class and PAGA Periods before filing the Motion for Preliminary Approval and submit evidence showing if the escalator clause has been triggered and the consequences.

^{vi} The Parties can negotiate and propose a broader individual release for Plaintiff’s claims.

^{vii} Releases in the Notice should be verbatim to the releases in the Settlement Agreement.

^{viii} Releases in the Notice should be verbatim to the releases in the Settlement Agreement.

EXHIBIT 3

LAWYERS FOR JUSTICE^{PC}

October 3, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: SWEETENER PRODUCTS CO.; SWEETENER PRODUCTS, INC.;
VERNON WAREHOUSE CO.; VERNON CENTRAL WAREHOUSE, INC.**

Dear Representative:

We have been retained to represent Ronald Evans against Sweetener Products Co.; Sweetener Products, Inc.; Vernon Warehouse Co.; Vernon Central Warehouse, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Sweetener Products") for violations of California wage-and-hour laws. Mr. Evans seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Evans seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Sweetener Products employed Mr. Evans as an hourly-paid, non-exempt employee from approximately November 2015 to approximately October 2021, in the State of California.

The "aggrieved employees" that Mr. Evans may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Sweetener Products has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 3-2001, 4-2001, 7-2001, and 9-2001.

Sweetener Products required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed

to compensate aggrieved employees for this time. Such work included, but was not limited to, completing COVID screening protocols and responding to work related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Evans and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Evans and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Sweetener Products required Mr. Evans and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Sweetener Products also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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. During the relevant time period, Sweetener Products failed to pay Mr. Evans and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Sweetener Products failed to pay Mr. Evans and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Sweetener Products did not provide Mr. Evans and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Sweetener Products were in

violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Evans and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Evans and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Evans and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Evans and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Evans and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Sweetener Products failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Evans and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Sweetener Products did not provide Mr. Evans and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 3-2001, 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Sweetener Products failed to pay Mr. Evans and other aggrieved employees half the usual or scheduled day's work in an

amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Evans and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Sweetener Products failed to pay Mr. Evans and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Evans and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Evans and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Sweetener Products. These costs include, but are not limited to, the purchasing and maintenance of steel-toe boots in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Evans seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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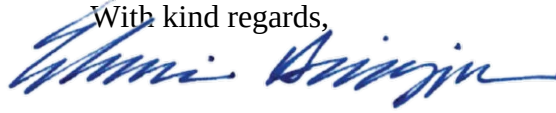
///

///

///

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Sweetener Products, Inc.
Vernon Central Warehouse, Inc.
c/o James J. Boltinghouse
Agent for Service of Process
2050 E. 38th Street,
Vernon, California 90058

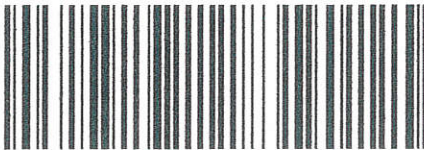
Sweetener Products Co.
c/o Dale Jabour
Chief Executive Officer
2050 E. 38th Street,
Vernon, California 90058

Vernon Warehouse Co.
2050 E. 38th Street,
Vernon, California 90058

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

CERTIFIED MAIL®



7020 2450 0001 0967 5725

7020 2450 0001 0967 5725

PITNEY BOWES
\$8.20⁰
US POSTAGE[®]
CORRECTION
026W0004897358
2000152203
ZIP 91203
OCT 03 2022



U.S. Postal Service[™] *PAGA Notice #1*
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only *Kennel Service vs. CanineStar Products*

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Postmark
Here

Vernon Warehouse Co.

2050 E. 38th Street,

Vernon, California 90058

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Vernon Warehouse Co.
2050 E. 38th Street,
Vernon, California 90058



9590 9402 6569 1028 3883 69

2. Article Number (Transfer from service label)

7020 2450 0001 0967 5725

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified Mail

- A receipt (this portion of the form) is provided to you.
- A unique identifier for you is printed on the form.
- Electronic verification of delivery.
- A record of delivery (including signature) that is retained for a specified period.

Important Reminders:

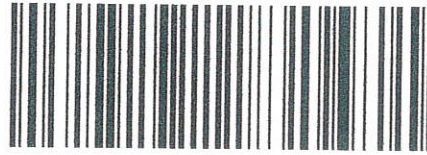
- You may purchase Certified Mail, First-Class Mail, or Priority Mail® service.
- Certified Mail service is not available for international mail.
- Insurance coverage is not provided with Certified Mail service.
- Insurance coverage is provided with Certified Mail service if you purchase insurance coverage for certain Priority Mail items.
- For an additional fee, and endorsement on the mail, you may request a hard copy of the return receipt service.
- Return receipt service is not available for delivery of delivery (including the return receipt service).
- You can request a hard copy of the return receipt service by completing PS Form 3811, Return Receipt for Certified Mail, and attaching it to the mailpiece.

PS Form 3800, April 2015

LAWYERS FOR JUSTICE

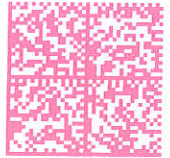
410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

CERTIFIED MAIL®



7020 2450 0001 0967 5695
7020 2450 0001 0967 5695

PITNEY BOWES
\$8.20⁰
US POSTAGE^{IMI}
CORRECTION
026W0004897450
2000152203
ZIP 91203
OCT 03 2022



Products Co.
our
ive Officer
Street,
ornia 90058

U.S. Postal ServiceTM
CERTIFIED MAIL®
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Postmark
Here

Sweetener Products Co.

c/o Dale Jabour

Chief Executive Officer

2050 E. 38th Street,

Vernon, California 90058

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sweetener Products Co.
c/o Dale Jabour
Chief Executive Officer
2050 E. 38th Street,
Vernon, California 90058



9590 9402 6569 1028 3883 52

2. Article Number (Transfer from service label)

7020 2450 0001 0967 5695

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Certified Mail

- A receipt (this portion of)
- A unique identifier for yo
- Electronic verification of delivery.
- A record of delivery (incl signature) that is retaine for a specified period.

Important Reminders:

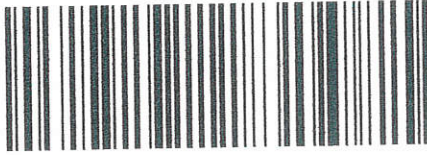
- You may purchase Certif First-Class Mail®, First-C or Priority Mail® service.
- Certified Mail service is international mail.
- Insurance coverage is n with Certified Mail servit of Certified Mail service insurance coverage aut certain Priority Mail item
- For an additional fee, an endorsement on the mal the following services:
 - Return receipt service, of delivery (including t You can request a han electronic version. For complete PS Form 3811 Receipt; attach PS For

PS Form 3800, April 2015

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

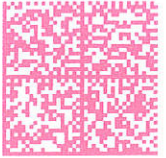
CERTIFIED MAIL®



7020 2450 0001 0967 5688

7020 2450 0001 0967 5688

PITNEY BOWES
\$8.20 0
US POSTAGE[®]
CORRECTION
026W0004897358
2000152203
ZIP 91203
OCT 03 2022



U.S. Postal Service[™] *PAID Notice #3*
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only *Know Your Rights* *Sweetener Products*

For delivery information, visit our website at www.usps.com[®]

OFFICIAL USE

Certified Mail Fee

\$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postmark
Here

Sweetener Products, Inc.
Vernon Central Warehouse, Inc.
c/o James J. Boltinghouse
Agent for Service of Process
2050 E. 38th Street,
Vernon, California 90058

PS Form 3800, APRIL 2010 PSN 7530-02-000-9004

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sweetener Products, Inc.
Vernon Central Warehouse, Inc.
c/o James J. Boltinghouse
Agent for Service of Process
2050 E. 38th Street,
Vernon, California 90058



9590 9402 6569 1028 3883 21

2. Article Number (Transfer from service label)

7020 2450 0001 0967 5688

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Certified Mail

- A receipt (this portion of the card)
- A unique identifier for your mailpiece
- Electronic verification of delivery.

- A record of delivery (including signature) that is retained for a specified period.

Important Reminders:

- You may purchase Certified Mail® First-Class Mail® First-Class Mail® service or Priority Mail® service
- Certified Mail service is not available for international mail.

- Insurance coverage is not available for Certified Mail service with Certified Mail service insurance coverage and certain Priority Mail items.

- For an additional fee, an endorsement on the mailpiece may be added for the following services:

- Return receipt service, including a hard copy of delivery (including a hard copy of delivery) or electronic version. For complete PS Form 3811, attach PS Form 3811.

PS Form 3800, April 2015

7020 2450 0001 0967 5625

U.S. Postal Service™ **PAGA Notice #1**
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only **Ronald Evans vs. Sweetener Products**

For delivery information, visit our website at www.usps.com.
 Los Angeles, CA 90058

OFFICIAL USE
 USPS UNIT 711 14

Certified Mail Fee \$4.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.84
 \$8.09

Postmark Here
 10/03/2022
 GLENDALE CA 91209

Vernon Warehouse Co.
 2050 E. 38th Street,
 Vernon, California 90058

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0001 0967 5695

U.S. Postal Service™ **PAGA Notice #2**
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only **Ronald Evans vs. Sweetener Products**

For delivery information, visit our website at www.usps.com.
 Los Angeles, CA 90058

OFFICIAL USE
 USPS UNIT 711 14

Certified Mail Fee \$4.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.84

Postmark Here
 10/03/2022
 GLENDALE CA 91209

Sweetener Products Co.
 c/o Dale Jabour
 Chief Executive Officer
 2050 E. 38th Street,
 Vernon, California 90058

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0001 0967 5688

U.S. Postal Service™ **PAGA Notice #3**
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only **Ronald Evans vs. Sweetener Products**

For delivery information, visit our website at www.usps.com.
 Los Angeles, CA 90058

OFFICIAL USE
 USPS UNIT 711 14

Certified Mail Fee \$4.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.84

Postmark Here
 10/03/2022
 GLENDALE CA 91209

Sweetener Products, Inc.
 Vernon Central Warehouse, Inc.
 c/o James J. Boltinghouse
 Agent for Service of Process
 2050 E. 38th Street,
 Vernon, California 90058

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



GLENDALE
 313 E BROADWAY
 GLENDALE, CA 91205-9998
 (800)275-8777

10/03/2022 05:40 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Los Angeles, CA 90058			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Wed 10/05/2022			
Certified Mail®			\$4.00
Tracking #:			
70202450000109675725			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6569 1028 3883 69			
Affixed Postage			-\$8.09
Affixed Amount: \$8.20			
Total			\$0.00
Grand Total:			\$0.00

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also



GLENDALE
 313 E BROADWAY
 GLENDALE, CA 91205-9998
 (800)275-8777

10/03/2022 05:39 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Los Angeles, CA 90058			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Wed 10/05/2022			
Certified Mail®			\$4.00
Tracking #:			
70202450000109675695			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6569 1028 3883 52			
Affixed Postage			-\$8.09
Affixed Amount: \$8.20			
Total			\$0.00
Grand Total:			\$0.00

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also



GLENDALE
 313 E BROADWAY
 GLENDALE, CA 91205-9998
 (800)275-8777

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Los Angeles, CA 90058			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Wed 10/05/2022			
Certified Mail®			\$4.00
Tracking #:			
70202450000109675688			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6569 1028 3883 21			
Affixed Postage			-\$8.09
Affixed Amount: \$8.20			
Total			\$0.00
Grand Total:			\$0.00

Text your tracking number to 28777 (2USPS)

EXHIBIT 4

ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225

Additional Counsel on Next Page

Attorneys for Plaintiff
Ronald Evans and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RONALD EVANS; individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

SWEETENER PRODUCTS CO., an unknown
business entity; SWEETENER PRODUCTS,
INC., a California corporation; VERNON
WAREHOUSE CO., an unknown business
entity; VERNON CENTRAL WAREHOUSE,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

RONALD EVANS; individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

SWEETENER PRODUCTS CO., an unknown
business entity; SWEETENER PRODUCTS,
INC., a California corporation; VERNON
WAREHOUSE CO., an unknown business
entity; VERNON CENTRAL WAREHOUSE,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22STCV38329 (LEAD)
[Consolidated with Case No. 22NWCV01544]

**PROOF OF SERVICE RE: MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT TO
LWDA**

Hearing Information:

Date: July 23, 2026
Time: 10:00 a.m.
Dept.: 9
Judge: Hon. Elaine Lu

1 ARBY AIWAZIAN, SBN 269827
2 E-Mail: arby@calljustice.com
3 RYAN SLINGER, SBN 351297
4 Email: r.slinger@calljustice.com
5 HARRIS KOEPENICK, 364423
6 Email: h.koepenick@calljustice.com
7 **LAWYERS for JUSTICE, PC**
8 450 North Brand Blvd, Suite 900
9 Glendale, California 91203
10 Tel: (818) 265-1020 / Fax: (818) 265-1021
11 Attorneys for Plaintiff
12 Ronald Evans and the Proposed Class
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PROOF OF SERVICE
(CCP §§ 1010.6, 1013, 2015.5; CRC 2.251)

I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is brenda@dombrauchwerger.com.

On May 18, 2026, I served the foregoing documents entitled:

- **NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF**
- **DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF RYAN SLINGER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PLAINTIFF RONALD EVANS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF JODEY LAWRENCE ON BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Via Online Submission – LWDA portal

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

☒ **[by ELECTRONIC SERVICE]** – I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed May 18, 2026, at Sacramento County, California.

Brenda Camargo

Print Name

By:

Brenda Camargo

Signature

EXHIBIT 5

CONSENT TO AGREEMENT RE: DIVISION OF ATTORNEYS' FEES AND COSTS

Ronald Evans states as follows:

1. I have been advised in writing that Lawyers for Justice, PC and Domb & Rauchwerger LLP (collectively "Attorneys") agree to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Evans vs. Sweetener Products, Inc., et al. 17200*, Superior Court of California, Los Angeles County, Case No. 22STCV38329 and *Evans vs. Sweetener Products, Inc.) et al. (PAGA)*, Superior Court of California, Los Angeles County, Case No. 22NWCV01544 (the "Actions").

2. I understand that, unless otherwise ordered by the Court, the attorneys' fees awarded by the Court or generated as a result of the Actions, will be divided as follows:

- If the case settles without any additional discovery served or responded to, no additional days of mediation, no depositions and no declaration drive:
 - Lawyers for Justice, PC 45%
 - Domb & Rauchwerger LLP 55%
- If the case settles after discovery served or responded to, additional mediation, depositions or declaration drive occurs, but before Domb & Rauchwerger LLP file motion for class certification:
 - Lawyers for Justice, PC 40%
 - Domb & Rauchwerger LLP 60%
- If the case settles after motion for class certification filed or at trial:
 - Lawyers for Justice, PC 35%
 - Domb & Rauchwerger LLP 65%

3. I understand that the total fees charged by all attorneys is not increased solely by reason of the agreement to divide fees.

4. My attorneys have answered any and all questions that I have about the proposed division of attorneys' fees. I understand the proposed division of attorneys' fees fully.

5. I further understand that Attorneys have incurred and/or will incur, and will seek to recover and obtain reimbursement of, the costs and expenses incurred in their respective cases, and that unless otherwise ordered by the Court, the Attorneys will receive reimbursement of all reasonable out of pocket costs and expenses that they incurred in the Actions.

The undersigned hereby consent to the division of attorneys' fees.

Dated: 11/18/2024

Dated: 11/18/2024

Dated: 11/18/2024

Electronically Signed: 2024-11-18 17:40 UTC - 70.90.149.87
Notary Public/State of CA: 1182027 CJA - 4428-a9f1-a227-d123eab4

Ronald Evans

Lawyers for Justice, PC

Domb & Rauchwerger LLP