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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JEREMY GARCIA, on behalf of himself and all
others similarly situated.

Plaintiff,

v.

BIRCHSTONE MANAGEMENT, LLC, a
Delaware Corporation; and DOES 1-50,
Inclusive.

Defendants.

Case No.: CIVSB2224564

**JOINT STIPULATION OF CLASS
ACTION AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE
OF CLAIMS**

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Management, LLC

1 This Joint Stipulation of Class Action and PAGA Representative Action Settlement and
2 Release of Claims (“Agreement”) is entered into by and among Plaintiff Jeremy Garcia (“Plaintiff”),
3 on the one hand, and Defendant Birchstone Management, LLC (“Defendant”), on the other hand.
4 Plaintiff and Defendant are jointly referred to in this Agreement as “Parties” and individually as a
5 “Party.”

6 **1. DEFINITIONS**

7 Various terms are used throughout this Agreement that are defined in this section. Any terms
8 or phrases that are not specifically defined in this section, but are defined elsewhere in the Agreement,
9 are incorporated by reference herein.

10 1.1 “Action” or “Lawsuit” means the putative class action and PAGA representative
11 action claims alleged by Plaintiff Jeremy Garcia against Defendant in the matter captioned *Jeremy*
12 *Garcia v. Birchstone Management, LLC*, Case No. CIVSB2224564, pending in the Superior Court of
13 California for the County of San Bernardino since November 1, 2022.

14 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed
15 to use to administer the Settlement, subject to the Court’s approval.

16 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid
17 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
18 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
19 Approval of the Settlement.

20 1.4 “Class” means all non-exempt employees of Birchstone Management, LLC in the
21 State of California and all temporary workers assigned by any Temporary Staffing Agency to work
22 at Birchstone Management, LLC’s California warehouses during the Class Period.

23 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua
24 Falakassa of Falakassa Law, P.C.

25 1.6 “Class Counsel Fees Payment” means the amounts allocated to Class Counsel for
26 reimbursement of reasonable attorneys’ fees allegedly incurred to prosecute the Action.

27 1.7 “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class
28 Counsel for reimbursement of reasonable expenses allegedly incurred to prosecute the Action.

1.8 “Class Data” means Class Member identifying information in Birchstone Management, LLC’s possession, including, to the extent such information is possessed by it, the Class Member’s name, last-known mailing address, Social Security Number, and the dates they were either employed by Defendant in California during the Class period or assigned to work for Defendant by a Temporary Staffing Agency in California during the Class Period.

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 a PAGA Member).

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

1.11 “Class Notice” or “Notice” means the court-approved notice of Settlement and Final Approval Hearing contemplated by this Agreement, to be mailed to Class Members, substantially (i.e., without material variation) in the form attached to this Agreement as Exhibit A, incorporated by reference into this Agreement.

1.12 “Class Period” means the period from November 1, 2018 through August 1, 2024.

1.13 “Class Representative” means Jeremy Garcia, who is the named Plaintiff and proposed Class Representative in the Action.

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

1.15 “Court” means the Superior Court of California for the County of San Bernardino.

1.16 “Defendant” means the named Defendant, Birchstone Management, LLC, and all of its former and present parents, subsidiaries, and affiliated corporations, including, but not limited to, Cardinal Logistics Management Corporation, Transportation 100 LLC, Cardinal Holdco, LLC, as well as Birchstone Management, LLC and all of the other aforementioned entities’ owners, shareholders, officers, directors, agents, managers, employees, independent contractors, representatives, attorneys, insurers, successors, and assigns.

1.17 “Defense Counsel” means Drew R. Hansen and Pavneet Singh Mac of Nossaman LLP.

1.18 “Effective Date” means the date when the Settlement becomes Final.

1.19 “Final” means the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, then sixty-five (65) days after the Court enters a Judgment in the Action; (b) if one or more Participating Class Members objects to the Settlement, the objection is not withdrawn, and a timely appeal is not filed, then the day after the deadline for filing a notice of appeal from the Judgment; or (c) in the event that a timely appeal of the Court’s order of Final Approval has been filed, then the Settlement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court’s Final Approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement, which order shall be jointly prepared and approved by the Parties through their respective counsel and which will constitute a final “judgment” within the meaning of California Code of Civil Procedure § 577.

1.21 “Final Approval Hearing” or “Fairness Hearing” means the Court’s hearing on the Parties’ joint motion for Final Approval of the Settlement, Plaintiff’s motion for Plaintiff’s Class Representative Service Payment, Class Counsel’s motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and any objections by Participating Class Members to any of the foregoing.

1.22 “First Amended Complaint” or “FAC” means the First Amended Complaint filed by Plaintiff Jeremy Garcia in the Action on April 24, 2024. The FAC is the operative complaint for the purposes of this Agreement. The Parties agree that Defendant will answer the First Amended Complaint filed in the Action within fourteen (14) days of the execution of this Agreement.

1.23 “Gross Settlement Amount” means Eight Hundred Ninety Thousand Dollars and Zero Cents (\$890,000.00), which is the total amount Birchstone Management, LLC agrees to pay under the Settlement, except for its share of the employer-side tax obligations for the Wage Portion of the Individual Class Payments and as provided in the Class Workweeks Escalator Clause in Section 4.4.2.

The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.

1.24 "Individual Class Payment" means each Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 "Individual PAGA Payment" means each PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.26 "Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement.

1.27 "LWDA" means the California Labor and Workforce Development Agency, i.e., the agency referenced in California Labor Code section 2699, subd. (i).

1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).

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

1.30 "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.

1.31 "PAGA" means the Private Attorneys General Act, i.e., California Labor Code §§ 2698 *et seq.*

1.32 "PAGA Group" means the State of California and all non-exempt employees of Birchstone Management, LLC in the State of California as well as any and all temporary workers assigned by any Temporary Staffing Agency to work at Birchstone Management, LLC's California

1 warehouses during the PAGA Period.

2 1.33 “PAGA Member” means a member of the PAGA Group.

3 1.34 “PAGA Notices” means all of Plaintiff’s and his counsel’s letters to Birchstone
4 Management, LLC and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a). The
5 PAGA Notice letters to the LWDA were assigned LWDA Case No. LWDA-CM-917074-22.

6 1.35 “PAGA Pay Period” means any pay period during which any PAGA Member worked
7 for Birchstone Management, LLC for at least one day during the PAGA Period.

8 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
9 the Gross Settlement Amount, allocated 25% to the PAGA Members and 75% to the LWDA in
10 settlement of the PAGA claims as provided in Section 4.3.5 below.

11 1.37 “PAGA Period” means the period from November 1, 2021 through August 1, 2024.

12 1.38 “Participating Class Member” means a Class Member who does not submit a valid
13 and timely Request for Exclusion from the Settlement.

14 1.39 “Plaintiff” means Jeremy Garcia, i.e., the named plaintiff in the Action.

15 1.40 “Preliminary Approval” means the Court’s order granting preliminary approval of the
16 Settlement, which order shall be jointly prepared and approved by the Parties through their respective
17 counsel.

18 1.41 “Publication Notice” means the court-approved advertisement to be published in The
19 Press-Enterprise, The San Bernardino Sun, or another court-approved local news publication,
20 substantially (i.e., without material variation) in the form attached to this Agreement as Exhibit B,
21 incorporated by reference into this Agreement.

22 1.42 “QSF” means the qualified settlement fund set up by the Administrator to receive the
23 Gross Settlement Amount from Birchstone Management, LLC along with the employer-side payroll
24 tax payment for the Wage Portion of the Individual Class Payments.

25 1.43 “Released Claims” means all claims being released by Plaintiff, Participating Class
26 Members, and PAGA Members, as described in Section 5 below.

27 1.44 “Released Parties” means Defendant (as defined above) and the Temporary Staffing
28 Agencies (as defined below), as well as each of Defendant’s and the Temporary Staffing Agencies’

former and present parent companies, subsidiaries, divisions, and other affiliated or related entities, as well as Defendant's and all of the other aforementioned entities' former and present employees, directors, officers, agents, shareholders, owners, attorneys, insurers, partners, representatives, joint venturers, predecessors, successors, and assigns.

1.45 "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. The submission must reasonably and clearly communicate the Class Member's election to be excluded from the Settlement and include the Class Member's name, address and telephone number.

1.46 "Response Deadline" means forty-five (45) days after the Administrator mails the Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom the Class Notice has been resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.47 "Settlement" means the disposition of the Action effected by this Agreement and the resulting Judgment.

1.48 "Temporary Staffing Agency" or "Temporary Staffing Agencies" means any and all temporary staffing companies that Birchstone Management, LLC has used or will use during the Class Period, including Elite HR Services, LLC, G2 Staffing Solutions, LLC, Rapid Staffing LLC, and Mars Staffing LLC.

1.49 "Workweek" means any week during which a Class Member worked for Birchstone Management, LLC for at least one day, during the Class Period.

2. RECITALS

2.1 On November 1, 2022, Plaintiff commenced the Action against Defendant in the San Bernardino Superior Court, on behalf of himself and a putative class.

2.2 Pursuant to California Labor Code § 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by submitting his PAGA Notices.

2.3 On April 24, 2024, Plaintiff filed a First Amended Complaint against Defendant in the

1 Action, which, among other things, added factual allegations regarding Defendant's alleged failure
2 to pay minimum and overtime wages based on a supposedly invalid alternative workweek schedule,
3 added a PAGA cause of action asserting various PAGA claims, clarified the class definition, and
4 more. In his First Amended Complaint in the Action, Plaintiff asserts, among other things, the
5 following claims against Defendant: (1) failure to pay all minimum wages; (2) failure to pay all
6 overtime wages; (3) failure to pay all sick time wages; (4) failure to implement lawful alternative
7 workweek schedules; (5) meal period violations; (6) rest period violations; (7) wage statement
8 violations; (8) waiting time penalties; (9) unfair competition; and (10) violations of California's
9 Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.* The applicable provisions that
10 Plaintiff alleges Defendant violated in the FAC and under which Plaintiff seeks relief include, but are
11 not limited to, California Labor Code §§ 200, 201-204, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7,
12 246, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698
13 *et seq.*, California Business and Professions Code §§ 17200 *et seq.*, 17203, and 17208, all applicable
14 IWC Wage Orders and California Code of Regulations, California Code of Civil Procedure §§ 382,
15 395, 395.5, 1021.5, and California Civil Code §§ 3287 and 3289.

16 2.4 Plaintiff purports to assert the claims alleged in the FAC on behalf of the following
17 groups: (1) all non-exempt employees of Birchstone Management, LLC in the State of California as
18 well as any and all temporary workers assigned by any Temporary Staffing Agency to work at
19 Birchstone Management, LLC's California warehouses during the Class Period ("Class"); and (2) the
20 State of California and all non-exempt employees of Birchstone Management, LLC in the State of
21 California as well as any and all temporary workers assigned by any Temporary Staffing Agency to
22 work at Birchstone Management, LLC's California warehouses during the PAGA Period ("PAGA
23 Group").

24 2.5 On January 25, 2024, the Parties participated in a good-faith, arms-length mediation
25 session, presided over by Mediator Eve Wagner, Esq. The Parties reached a settlement late in the
26 evening of January 25, 2024, the principal terms of which were memorialized in a binding
27 Memorandum of Understanding, which became effective on February 1, 2024. Based on those
28 negotiations and arms-length settlement discussions between the Parties, the Parties agreed to settle

the Action on the terms and conditions set forth in this Agreement.

2.6 Prior to the mediation, Defendant provided extensive payroll and other employment data and documentation regarding the Class Members and PAGA Members to Plaintiff and Class Counsel. The information provided to Class Counsel by Defendant consisted of large volumes of data and documents. Defendant also provided Plaintiff's personnel file, policies, procedures, manuals, exemplar wage statements, earnings, and other compensation materials, and numerous other employment documents and information. 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*").

2.7 The Court has not granted class certification.

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

3. CONDITIONAL CLASS CERTIFICATION AND CLASS APPOINTMENTS

3.1 For purposes of this Agreement only and subject to the Court's approval, the Parties hereby stipulate that the Class may be conditionally certified for settlement purposes only. If the Court grants Preliminary Approval of this Settlement, Defendant will prepare a list identifying all Class Members and provide the names and contact information of the individuals to the Settlement Administrator within thirty (30) days from the date of Preliminary Approval of the Settlement.

3.2 The Parties further stipulate that the First Amended Complaint that Plaintiff filed in the Action on April 24, 2024 shall be considered the operative complaint for the purposes of this Settlement. The Parties further stipulate, for settlement purposes only, that the Court may conditionally certify the Class, as defined in this Agreement, as an opt-out class (the "Class Stipulation"). More specifically, the Parties agree as part of the Class Stipulation that, for settlement purposes only, the class certification requirements are satisfied, with the exception of any manageability requirements, which the Court need not address for purposes of the Settlement.

3.3 The Class Stipulation and any representative treatment of this Action for purposes of PAGA is made solely for purposes of the Settlement. The Class Stipulation is in no way an admission

that class action certification is proper under the more stringent litigation certification standard that requires a showing of, *inter alia*, manageability or that certification requirements would be established by further discovery, and neither this Agreement, nor the Class Stipulation, nor any representative treatment of this Action will be admissible in this or any other action or proceeding as evidence that (i) the claims advanced in the Action, or any other class or representative action claims, should be certified or not decertified, (ii) a representative PAGA claim is proper or should be allowed to proceed, or (iii) Defendant or any of the Released Parties are liable to Plaintiff, the Class Members or any other putative class, or the PAGA Members or any other representative action members.

3.4 For purposes of this Agreement and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class Members and the effectuation of the Settlement pursuant to this Agreement.

3.5 For purposes of this Agreement and subject to the Court's approval, the Parties hereby stipulate to the appointment of Plaintiff as Class Representative for the Class Members.

4. CONSIDERATION FOR SETTLEMENT

4.1 Gross Settlement Amount. Except as otherwise provided in Sections 4.4.2 below, Birchstone Management, LLC promises to pay Eight Hundred Ninety Thousand Dollars and Zero Cents (\$890,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section 4.2 of this Agreement. The entire Gross Settlement Amount will, subject to the Court's approval, be disbursed by the Administrator as provided by this Agreement without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. This is a non-reversionary settlement.

4.2 Timing of Funding the Gross Settlement Amount. Birchstone Management, LLC shall fully fund the Gross Settlement Amount and all employer-side payroll taxes owed by it on the alleged Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator's designated QSF no later than thirty (30) days after the Effective Date and after the Administrator provides the exact amounts of employer-side payroll taxes owed on the alleged Wage Portion of each Individual Class Payment. The thirty (30) days shall be calculated from whichever event occurs later

(i.e., either the Effective Date or after the Administrator provides Defendant's counsel the employer-side payroll tax calculations).

4.3 Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the order granting Final Approval:

4.3.1 To The Class Representative: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00), in addition to any Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member or member of the PAGA Group. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment as long as the request does not exceed \$10,000. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the \$10,000 amount requested, the remainder shall become part of the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any and all taxes owed, if any, on the Class Representative Service Payment.

4.3.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is estimated to be Two Hundred Ninety-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$296,666.67) and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the remainder will become part of the Net Settlement Amount. Defendant and the other Released Parties

1 shall have no liability to Class Counsel or any other counsel arising from any claim to any
2 portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
3 The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
4 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
5 liability for any all taxes owed on the Class Counsel Fees Payment and the Class Counsel
6 Litigation Expenses Payment and holds Defendant and the other Released Parties harmless,
7 and indemnifies them, from any dispute or controversy regarding any division or sharing of
8 any of these payments.

9 4.3.3 To the Administrator: An Administrator Expenses Payment not to exceed
10 \$20,000 except for a showing of good cause and as approved by the Court. To the extent the
11 Administration Expenses are less, or the Court approves payment less than \$20,000, the
12 remainder shall become part of the Net Settlement Amount.

13 4.3.4 To Each Participating Class Member: An Individual Class Payment calculated
14 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
15 Participating Class Members during the Class Periods and (b) multiplying the result by each
16 Participating Class Member's Workweeks.

17 4.3.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating
18 Class Member's Individual Class Payment will be allocated as alleged wages (the "Wage
19 Portion"). The Wage Portion of Individual Class Payments is subject to normal employee-
20 side payroll taxes and withholdings and employer-side payroll taxes and will be reported
21 on an IRS W-2 Form. Birchstone Management, LLC's employer-side tax obligations for
22 the Wage Portion of the Individual Class Payments shall not be deducted from the Gross
23 Settlement Amount. Birchstone Management, LLC shall separately pay all employer-side
24 payroll taxes owed on the Wage Portion of the Individual Class Payments. The remaining
25 80% of each Participating Class Member's Individual Class Payment will be allocated as
26 alleged non-wages (e.g., alleged interest, penalties, reimbursements, etc.) (the "Non-Wage
27 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be
28 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and

liability for any employee taxes owed, if any, on their Individual Class Payments.

4.3.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments and shall have no right to object to the class action components of the Settlement.

4.3.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00), with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

4.3.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by the individual PAGA Member during the PAGA Period.

4.3.5.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Members assume full responsibility and liability for any taxes, if any, owed on their Individual PAGA Payment.

4.3.5.3 If the Court approves PAGA Penalties of less than the amount requested by this Settlement, the remainder will become part of the Net Settlement Amount.

4.4 Class Workweeks and Escalator Clause.

4.4.1 Class Workweeks and PAGA Pay Period Estimates. Based on its records, Birchstone Management, LLC estimates that Class Members in the Class collectively worked a total of approximately 44,000 Workweeks during the Class Period.

4.4.2 Class Workweeks Escalator Clause. If the actual number of Workweeks at issue for the Class Members in the Class turns out to be more than twelve and a half percent (12.5%) of the total Workweeks for the Class Period, Birchstone Management, LLC, at its option, will either: (1) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the Workweeks above the twelve and a half percent (12.5%) (e.g., if the total Workweeks for the Class Members during the Class Period increase by 15%,

Birchstone Management, LLC shall increase the Gross Settlement Amount by 2.5%); or (2) elect to roll back the start and/or end dates of the Class Period to a date by which the total Workweeks does not exceed twelve and a half percent (12.5%) more than the 44,000 total Workweeks for the Class Members.

5. RELEASE OF CLAIMS

Upon the Effective Date of the Settlement, Plaintiff and Class Members will release claims against Defendant and all other Released Parties as follows:

5.1 Plaintiff's General Release of All Claims. Plaintiff, on behalf of himself and his estates, executors, administrators, legal representatives, heirs and assigns, hereby releases, discharges, and agrees to hold harmless Defendant and all other Released Parties from any and all claims, damages, costs, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description whatsoever, whether known or unknown, whether anticipated or unanticipated, arising on or before the end of the Class Period including, but not limited to: (a) all claims that were or could have been alleged based on the facts contained in the Action, (b) all PAGA claims that were or could have been alleged based on facts contained in the Action, Plaintiff's PAGA Notices, or ascertained during the Action and released under Section 5.3 below, and (c) all other claims Plaintiff may have or claim to have against Defendant and the other Released Parties (collectively "Plaintiff's Released Claims").

Without limiting the generality of the foregoing in any way, Plaintiff's Released Claims include, but are not limited to, any and all claims, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, statutory penalties, civil penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney fees and costs), known or unknown, at law or in equity, which he may now have against Defendant or any of the other Released Parties, and each of them, as well as those claims that were or could have been asserted in the Action, including, but not limited to, any and all claims arising under the California Labor Code, Wage Order No. 9-2001 or any other applicable Industrial Welfare Commission Wage Order, the Fair Labor Standards Act, the California Private Attorneys' General Act, the California Business & Professions Code, the claims alleged in any of the complaints in the Action, the claims

1 alleged in the PAGA Notices, and any and all other transactions, occurrences or matters between
2 Plaintiff and Defendant (or between Plaintiff and the other Released Parties) occurring up through
3 and including August 1, 2024, or through the date of Preliminary Approval, whichever date is earlier.

4 Plaintiff's Released Claims shall also include any and all claims against Defendant or any of
5 the other Released Parties, and each of them, that occurred up through August 1, 2024, under the
6 (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as
7 amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age
8 Discrimination in Employment Act, as amended; (f) the Equal Pay Act; (g) the Employee Retirement
9 Income Security Act, as amended; (h) the Consolidated Omnibus Budget Reconciliation Act; (i) the
10 Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k) the Civil Rights Act of 1966;
11 (l) the California Fair Employment and Housing Act; (m) the California Constitution; (n) the
12 California Government Code; (o) the California Civil Code; and (p) any and all other federal, state
13 and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on
14 constitutional, statutory, common law or regulatory grounds as well as any other claims based on
15 theories of wrongful or constructive discharge, breach of contract or implied contract, fraud,
16 misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional
17 distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules, or
18 laws. This release is for any and all relief, no matter how denominated, including, but not limited to,
19 back pay, front pay, bonuses, compensatory damages, overtime pay, minimum wages, straight time
20 wages, regular wages, hourly pay, piece-rate pay, compensation for rest period and/or other non-
21 productive time, premium pay, penalties, statutory penalties, civil penalties, waiting time penalties,
22 restitution, disgorgement, damages, tortious damages, liquidated damages, statutory damages,
23 punitive damages, damages for pain and suffering, and attorney fees and costs, and the Plaintiff
24 hereby forever releases, discharges and agrees to hold harmless Defendant and all of the other
25 Released Parties from any and all claims for attorneys' fees and costs arising out of the matters
26 released in this Agreement.

27 Plaintiff's Released Claims include all claims described above, whether known or unknown,
28 by the releasing party. Thus, even if Plaintiff discovers facts in addition to or different from those

that he now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of Section 1542 of the California Civil Code and any analogous law, statute, or rule of any kind whatsoever. Section 1542 states:

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, must have materially affected his or her settlement with the debtor or released party.

Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of Section 1542 of the California Civil Code and hereby expressly waives and relinquishes all rights and benefits he may have under Section 1542 as well as any other statute or common law principle of a similar effect. Upon entry of Judgment, Defendant shall be entitled to a general release of all claims from Plaintiff up through August 1, 2024.

Plaintiff agrees that, to the extent permitted by law, if a claim is prosecuted in his name against Defendant or any of the other Released Parties before any court, arbitrator, or administrative agency, he waives and agrees not to take any award of money or other damages from such proceeding. Plaintiff also agrees that, unless otherwise compelled by law, if a claim is prosecuted in his name against Defendant or any of the other Released Parties that, upon a written request by Defendant's counsel, he will immediately request in writing that the claim on his behalf be withdrawn.

5.2 Participating Class Members' Release of Claims. Each and every Participating Class Member, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all claims that arose or originated from November 1, 2018 up through August 1, 2024 that were asserted against Defendant, or could have been asserted against Defendant and/or the other Released Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints in the Action, including, but not necessarily limited to, all claims alleged against Defendant in the

operative First Amended Complaint filed in the Action and in the PAGA Notices (“Claims Released By Participating Class Members”). Among other things, the Claims Released By Participating Class Members include, but are not limited to, claims alleged in the Action and PAGA Notices, and based upon or arising under California Labor Code §§ 200, 201-204, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 246, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.*, California Business and Professions Code §§ 17200 *et seq.*, 17203, and 17208, all applicable Industrial Welfare Commission Wage Orders and California Code of Regulations, California Code of Civil Procedure §§ 382, 395, 395.5, 1021.5, and California Civil Code §§ 3287 and 3289.

Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By Participating Class Members is intended to include, and does include, any and all claims and remedies asserted or sought against Defendant, or that could have been asserted or sought against Defendant or the other Released Parties based on the facts or allegations pled in any of the complaints in the Action (including, but not limited to, the First Amended Complaint) that occurred or arose during the Class Period, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, damages, and other remedies (including, but not limited, to wages of any kind, premium compensation, bonuses, penalties, statutory penalties, civil penalties, waiting time penalties, damages, liquidated damages, statutory damages, restitution, disgorgement, reimbursement, interest, attorney fees, litigation costs, injunctive relief, declaratory relief, or any other equitable, monetary, or legal relief of any kind or nature whatsoever) allegedly due and owing to Participating Class Members by virtue of or related to any of the claims, facts or allegations pled in any of the complaints in the Action are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every Participating Class Member.

5.3 PAGA Members’ Release of Claims. The State of California, to the maximum extent allowed by law, along with each and every member of the PAGA Group (whether they are a Participating Class Member or Non-Participating Class Member), on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,

hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all PAGA claims that arose or originated from November 1, 2021 up through August 1, 2024 that were asserted against Defendant, or could have been asserted against Defendant or the other Released Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints or PAGA Notices in the Action (“Claims Released By PAGA Group”). Among other things, the Claims Released By PAGA Group Members include, but are not necessarily limited to, all PAGA claims alleged in the FAC filed in the Action and PAGA Notices, and based upon or arising under California Labor Code §§ 200, 201-204, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 246, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.*

Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By PAGA Group Members is intended to include, and does include, any and all claims and remedies asserted or sought, against Defendant or that could have been asserted or sought against Defendant or the other Released Parties based on the facts or allegations set forth in any of the complaints or PAGA Notices in the Action that occurred or arose during the PAGA Period, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, civil penalties, and other remedies allegedly due and owing to PAGA Group members by virtue of or related to any of the claims, facts or allegations pled in any of the complaints or PAGA Notices in the Action are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every PAGA Group member.

6. MOTION FOR PRELIMINARY APPROVAL

As soon as possible after the execution of this Agreement, and after first providing a draft to Defense Counsel of all motion papers no fewer than seven (7) days before filing, Plaintiff will file a motion for preliminary approval (“Motion for Preliminary Approval”), as follows:

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including, but not limited to: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an

1 analysis of the Settlement under *Dunk/Kullar*, and a request for approval of the PAGA Settlement
2 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
3 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
4 declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement
5 and attesting to its willingness to serve; competency; operative procedures for protecting the security
6 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
7 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and
8 the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;
9 (v) a signed declaration from Plaintiff confirming his willingness and competency to serve and
10 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or
11 the Administrator; and (vi) a signed declaration from Class Counsel attesting to its competency to
12 represent the Class Members; and all facts relevant to any actual or potential conflict of interest with
13 Class Members and/or the Settlement Administrator.

14 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
15 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
16 execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval; and
17 appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall
18 be responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

19 6.3 Duty to Cooperate. The Parties must agree upon all language in the motion papers,
20 including, but not limited to, the language used in the Class Notice, memorandum of points and
21 authorities in support of the motion, and the Order Granting Preliminary Approval, etc. If the Court
22 does not grant Preliminary Approval or conditions Preliminary Approval on any material change to
23 this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
24 the Parties by meeting and conferring in good faith to attempt to modify the Agreement and otherwise
25 satisfy the Court’s concerns; provided, however, that any change agreed upon must be mutually
26 acceptable to both Parties. Put another way, if the Court conditions Preliminary Approval upon a
27 material change to the Settlement, then the Parties will each have the right to render this Agreement
28 null and void. The Court’s decision to award less than the amounts requested for the Class

Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section.

7. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR

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

7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation § 468B-1.

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

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks provided herein or otherwise directed by the Parties or ordered by the Court.

7.4.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.4.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) 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 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted to the Administrator (whether valid or invalid).

1 7.4.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
2 reports to Class Counsel and Defense Counsel that, among other things, tally the number of:
3 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
4 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
5 and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class
6 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
7 include or provide the Administrator’s assessment of the validity of Requests for Exclusion
8 and attach copies of all Requests for Exclusion and objections received.

9 7.4.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
10 address and make final decisions consistent with the terms of this Agreement on all challenges
11 over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be
12 final and not appealable or otherwise susceptible to challenge.

13 7.4.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
14 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
15 Administrator will provide to Class Counsel and Defense Counsel a signed declaration
16 suitable for filing in Court attesting to its due diligence and compliance with all of its
17 obligations under this Agreement, including, but not limited to, its mailing of Class Notices,
18 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate
19 Class Members, the total number of Requests for Exclusion from Settlement it received (both
20 valid or invalid), the number of written objections and attach the Exclusion List. The
21 Administrator will supplement its declaration as needed or requested by the Parties and/or the
22 Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

23 7.4.6 Final Report by Settlement Administrator. Within ten (10) days after the
24 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
25 provide Class Counsel and Defense Counsel with a final report detailing its disbursements by
26 employee identification number only of all payments made under this Agreement. At least
27 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and
28 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. ADMINISTRATION OF THE SETTLEMENT

8.1 Transfer of Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Birchstone Management, LLC will transmit the Class Data in its possession to the Administrator, in a format acceptable to the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Without any extension of the deadline by which Birchstone Management, LLC 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 (in the event any such missing or omitted information materializes).

8.2 Notice to Class Members.

8.2.1 No later than fourteen (14) days after receipt of the Class Data, the Administrator shall provide Class Counsel and Defense Counsel the total number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.2.2 Using best efforts to perform as soon as possible, and in no event later than thirty (30) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.2.3 If a Class Member or PAGA Member's last known address or social security number cannot be located by Defendant after reasonable efforts have been made, the Administrator shall run a Publication Notice as ordered by the Court no later than thirty (30) days after receiving the Class Data. The Publication Notice shall contain a telephone number and e-mail address where Class Members and PAGA Members can contact the Administrator to verify that they were a part of the Class and request the Class Notice. The deadline for

1 Class Members and PAGA Members to contact the Administrator shall be thirty (30) days
2 after the Publication Notice is published. The Administrator shall then promptly mail within
3 two (2) business days a Class Notice to the Class Member and/or PAGA Member.

4 8.2.4 Not later than seven (7) days after the Administrator's receipt of any Class Notice
5 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
6 any forwarding address provided by the USPS. If the USPS does not provide a forwarding
7 address, the Administrator shall conduct a Class Member Address Search, and re-mail the
8 Class Notice to the most current address obtained. The Administrator has no obligation to
9 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
10 returned by the USPS a second time.

11 8.2.5 If Defendant has a last known address or social security number for the Class
12 Member, the deadlines for such Class Members' written objections, challenges to Workweeks
13 and/or Pay Periods, and Requests for Exclusion from the Settlement shall be forty-five (45)
14 days from the date the Class Notices are mailed, with all of those deadlines being extended by
15 an additional fourteen (14) days beyond the forty-five (45) days for all Class Members whose
16 Class Notice is re-mailed. The Administrator will inform the Class Member of the extended
17 deadline with the re-mailed Class Notice.

18 8.2.6 If Defendant does not have a last known address or social security number for the
19 Class Member after conducting a diligent search and such Class Member timely contacts the
20 Administrator after reviewing the Publication Notice, the deadlines for such Class Members'
21 written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion
22 from the Settlement shall be thirty (30) days from the date the Class Notice is mailed to that
23 Class Member.

24 8.2.7 If the Administrator, Defense Counsel, or Class Counsel is contacted by or
25 otherwise discovers any persons who believe they should have been included in the Class Data
26 and should have received a Class Notice, the Parties will expeditiously meet and confer in
27 good faith in an effort to agree on whether to include them as Class Members. If the Parties
28 agree, such persons will be Class Members who are entitled to the same rights as other Class

Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.3 Requests for Exclusions (Opt-Outs).

8.3.1 Class Members who wish to exclude themselves (i.e., opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed and valid written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.

8.3.2 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release of claims set forth in Section 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.3.3 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 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Section 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.4 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the

1 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
2 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or
3 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
4 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to
5 Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

6 8.5 Objections to Settlement.

7 8.5.1 Only Participating Class Members may object to the class action components of
8 the Settlement and/or this Agreement, including contesting the fairness of the Settlement,
9 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment and/or Class Representative Service Payment.

11 8.5.2 Participating Class Members must send any written objections to the
12 Administrator, Class Counsel, and Defense Counsel, by email or mail within forty-five (45)
13 days of the Class Notices being mailed (or within an additional fourteen (14) days if the Class
14 Member's Class Notice was re-mailed). In the alternative, Participating Class Members may
15 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
16 Final Approval Hearing. However, if a Participating Class Member plans to appear at the Final
17 Approval Hearing, the Participating Class Member or their attorney shall provide the Court
18 with reasonable advance notice of their intention to appear at the hearing.

19 8.5.3 Non-Participating Class Members have no right to object to any of the class action
20 components of the Settlement.

21 8.6 Timing of Payments from Gross Settlement Amount. Within thirty (30) days after
22 Birchstone Management, LLC funds the Gross Settlement Amount and pays the employer taxes, the
23 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the
24 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
25 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
26 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
27 and the Class Representative Service Payment shall not precede disbursement of Individual Class
28 Payments and Individual PAGA Payments.

1 8.7 Mailing of Settlement Checks.

2 8.7.1 The Administrator will issue checks for Individual Class Payments and Individual
3 PAGA Payments and send them to Class Members via First Class U.S. Mail, postage prepaid.
4 The face of each check shall prominently state the date, not less than 180 days after the date
5 of mailing, when the check will be voided. The Administrator will cancel checks not cashed
6 by the void date. The Administrator will send checks for Individual Settlement Payments to
7 all Participating Class Members, including those for whom Class Notice was returned
8 undelivered. The Administrator will send checks for Individual PAGA Payments to all PAGA
9 Members including Non-Participating Class Members and Participating Class Members who
10 qualify as PAGA Members, including those for whom Class Notice was returned undelivered.
11 The Administrator may send Participating Class Members a single check combining the
12 Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the
13 Settlement Administrator must update the recipients' mailing addresses using the National
14 Change of Address Database.

15 8.7.2 The Administrator must conduct a Class Member Address Search for all other
16 Class Members whose checks are returned undelivered without USPS forwarding address.
17 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to
18 the USPS forwarding address provided or to an address ascertained through the Class Member
19 Address Search. The Administrator shall promptly send a replacement check to any Class
20 Member whose original check was lost or misplaced, requested by the Class Member prior to
21 the void date.

22 8.7.3 For any Class Member whose Individual Class Payment check or Individual
23 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
24 transmit the funds represented by such checks to the California Controller's Unclaimed
25 Property Fund in the name of the Class Member.

26 8.7.4 If a mailing to a Class Member or PAGA Member is returned and no forwarding
27 address can be located for the settlement Class Member or PAGA Member after reasonable
28 efforts have been made, or if a Class Member or PAGA Member's last known address or

1 social security number cannot be located by Defendant, then any such funds shall be
2 distributed to a Court-approved nonprofit organization or foundation consistent with Code of
3 Civil Procedure § 384(b) (“*Cy Pres* Recipient”). The Parties, Class Counsel, and Defense
4 Counsel represent that they have no interest or relationship, financial or otherwise, with the
5 intended *Cy Pres* Recipient.

6 8.7.5 The Individual Class Payments and Individual PAGA Payments shall not obligate
7 Defendant to confer any additional benefits or make any additional payments to Class
8 Members (e.g., 401(k) contributions or bonuses) beyond those specified in this Agreement.

9 8.8 Use and Return of Data. Information provided to Class Counsel in connection with
10 the mediation, other settlement negotiations, or in connection with the Settlement, may be used only
11 with respect to this Settlement, and no other purpose, and may not be used in any way that violates
12 any existing agreement, statute, or rule of court. Not later than twenty (20) days after the Court
13 discharges the Administrator’s obligation to provide a declaration confirming the final pay out of all
14 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of any data received from
15 Defendant unless, prior to the Court’s discharge of the Administrator’s obligation, Defendant makes
16 a written request to Class Counsel for the return, rather than the destruction, of data. To the extent
17 permitted by law, all agreements made, and orders entered during the Action and in this Agreement
18 relating to the confidentiality of information shall survive the execution of this Agreement.

19 **9. FINAL APPROVAL OF SETTLEMENT AND RELATED REQUIREMENTS**

20 9.1 Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiff
21 will file in Court, a motion for final approval of the Settlement that includes a request for approval of
22 the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and
23 a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel will concurrently
24 request an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
25 Plaintiff shall provide drafts of all Motion for Final Approval documents to Defense Counsel not later
26 than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
27 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
28 disagreements concerning the Motion for Final Approval.

1 9.2 Response to Objections. Each Party retains the right to respond to any objection raised
2 by a Participating Class Member or anyone else, including the right to file responsive documents in
3 Court at least five (5) court days before the Final Approval Hearing, or as otherwise ordered or
4 accepted by the Court.

5 9.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, the scope of release
7 to be granted by Participating Class Members and/or PAGA Members), the Parties will expeditiously
8 work together in good faith to attempt to address the Court's concerns by revising the Agreement as
9 necessary to obtain Final Approval; provided, however, that any change agreed upon must be
10 mutually acceptable to both Parties. Put another way, if the Court conditions Final Approval upon a
11 material change to the Settlement, then the Parties will each have the right to render this Agreement
12 null and void. The Court's decision to award less than the amounts requested for the Class
13 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and/or Administrator Expenses Payment shall not constitute a material modification to the
15 Agreement within the meaning of this section.

16 9.4 Notice of Settlement to State Officials (PAGA Notice). Class Counsel shall timely
17 and promptly serve any and all documents required to be provided in connection with a PAGA claim
18 (see, e.g., California Labor Code § 2699(l)) on the appropriate agent, division, or department of the
19 State of California. Among other things, this means that at the same time Class Counsel files the
20 Motion for Preliminary Approval (i.e., on that date or before), Class Counsel shall notify the LWDA
21 of the Settlement and take all other steps necessary to ensure a complete dismissal with prejudice of
22 the Released PAGA Claims in the Action.

23 9.5 Entry of Judgment. Pursuant to California Rules of Court, Rule 3.769, the Court must
24 make and enter Judgment as of the Effective Date of the Settlement. It is understood and agreed by
25 the Parties that, as a material condition of this Settlement, the Judgment must dispose of all claims in
26 the Action and PAGA Notices that Plaintiff alleges or could have alleged against Defendant and/or
27 the other Released Parties.

28 9.6 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,

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

10. APPEAL CONSIDERATIONS

10.1 Waiver of Right to Appeal. The Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Service Payment, Class Counsel Fees Payment, or Class Counsel Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Birchstone Management, LLC's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

10.2 Timely Appeal from the Judgment. In the event of a timely appeal from the Judgment, the Judgment shall be stayed, and the Gross Settlement Amount shall not become due or be distributed to Participating Class Members, PAGA Members, Plaintiff, or Class Counsel, and the actions required by this Agreement shall not take place until all appeal rights have been exhausted by operation of law.

10.3 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing court vacates, reverses, or materially modifies the Judgment (including, but not limited to, the scope of release to be granted by Participating Class Members and/or PAGA Members), and the reviewing court's material modifications are not completely reversed upon review by a higher court, then the Parties will each have the right to render this Agreement null and void. A decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, any payments to Class Counsel (i.e., the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment), and/or Administrator Expenses Payment shall not constitute a material modification of the Judgment within the scope of this section (meaning that such a decision shall not be a basis to void the Agreement).

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1 **11. DEFENDANT'S RIGHT TO RESCIND**

2 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of
3 the total of all Class Members, Defendant may, at its election, rescind the Settlement. The Parties
4 agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
5 whatsoever, and that neither Party will have any further obligation to perform under this Agreement.
6 Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen
7 (14) days after the Administrator sends the final Exclusion List to Defense Counsel. If Defendant
8 elects to rescind, it will be responsible for any costs associated with the settlement administration.

9 **12. NULLIFICATION OF THIS AGREEMENT**

10 12.1 If (a) Defendant rescinds the Settlement pursuant to Section 11 of this Agreement, or
11 (b) the Court, for any reason, declines to approve this Agreement in the form agreed to by the Parties
12 and the change is deemed by either Party to be material, either in connection with the Motion for
13 Preliminary Approval or Motion for Final Approval, or (c) the Court, for any reason, fails to enter a
14 judgment and dismissal with prejudice of the Action (including, but not limited to, all of the claims
15 in the First Amended Complaint and PAGA Notices), then the Agreement, Settlement, and
16 conditional class certification will automatically become null and void (other than the provisions in
17 this Agreement relating to confidentiality and the use and return of data shared in connection with the
18 Settlement) without any act or deed by any Party. Additionally, the Agreement (and of any act
19 performed or document executed pursuant to or in furtherance of the Agreement), the fact that the
20 Parties stipulated to a Class for settlement purposes, and the fact that the Court granted certification
21 of the Class for settlement purposes, will be inadmissible evidence in any subsequent proceeding in
22 the Action or elsewhere. Put another way, neither the Settlement, class certification, nor any of the
23 related negotiations or proceedings, shall be of any force or effect, and all Parties to the Settlement
24 shall stand in the same position, without prejudice, as if the Settlement had been neither entered into
25 nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure
26 any perceived defects in the Agreement to facilitate approval should they choose to do so.

27 12.2 A modification by the Court of Plaintiff's Class Representative Service Payment,
28 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator

Expenses Payment shall not constitute a nullification or invalidation of any material portion of the Settlement.

12.3 In the event the Court declines to approve this Agreement in the form agreed to by the Parties, the Parties will be equally responsible for all charges incurred by the Administrator as of the time the Settlement is rejected. This section shall not apply if Defendant exercises its right to rescind pursuant to Section 11 of this Agreement.

12.4 In the event Defendant exercises its right to rescind pursuant to Section 11 of this Agreement, Defendant will be responsible for all reasonable charges incurred by the Administrator up to the time the right to rescind is exercised.

13. ADDITIONAL PROVISIONS

13.1 Non-Admission. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant or of any of the other Released Parties of any liability, culpability, negligence, or wrongdoing toward the Class Representative, Class Members, PAGA Members, or any other person. Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward the Class Representative, Class Members, PAGA Members, or any other person. Each Party has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendant or any of the other Released Parties of wrongdoing or liability, or of the truth of any factual allegations in the Action or any other action or legal proceeding of any kind. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a class action or representative action other than for settlement purposes only. To the contrary, Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted in the Action; it also denies that certification is proper in the context of litigation and that a representative action is manageable or proper. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of any of the other Released Parties, or of the truth of any of the factual allegations in the complaints

1 in the Action or any other action, and are not, shall not be deemed to be, and may not be used as, an
2 admission or evidence of any fault or omission on the part of Defendant or any of the other Released
3 Parties in any civil, criminal or administrative proceeding in any court, administrative agency,
4 arbitration proceeding, or other tribunal of any kind.

5 13.2 Confidentiality of Agreement. Plaintiff, Class Counsel, Birchstone Management,
6 LLC, and Defense Counsel separately agree that, other than necessary disclosures made to the Court,
7 they and each of them will not disclose, disseminate and/or publicize (e.g., to media, press, and/or on
8 any website), or cause or permit another person to disclose, disseminate or publicize, any of the terms
9 of the Agreement directly or indirectly, specifically or generally, to any person, corporation,
10 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or
11 spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent
12 necessary to report income to appropriate taxing authorities; (3) in response to a court order or
13 subpoena; (4) to enforce the terms of this Agreement (including, but not limited to, enforcing release
14 portions of this Agreement against any Participating Class Member and/or PAGA Member) or (5) in
15 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
16 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
17 such information. Plaintiff, Class Counsel, Birchstone Management, LLC, and Defense Counsel
18 separately agree not to, directly or indirectly, initiate any conversation or other communication, before
19 the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or
20 the matters giving rise to this Agreement except to respond only that "the matter was resolved," or
21 words to that effect. This section does not restrict Class Counsel's communications with Class
22 Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 13.3 No Solicitation. The Parties separately agree that they and their respective counsel
24 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
25 from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to
26 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
27 Class Members.

28 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this

1 Agreement shall constitute the entire agreement between the Parties relating to the Settlement,
2 superseding any and all oral representations, warranties, covenants, or inducements made to or by any
3 Party. No rights under this Agreement may be waived except in writing.

4 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
5 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
6 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
7 terms, and to execute any other documents reasonably required to effectuate the terms of this
8 Agreement including any amendments to this Agreement.

9 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
10 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
11 Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities
12 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
13 document necessary to implement the Settlement, or on any modification of the Agreement that may
14 become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Eve
15 Wagner and/or the Court for resolution; provided, however, that neither Party shall be forced to agree
16 to any modification of the Settlement that is material to it. That said, a decision to modify the amount
17 of the Class Representative Service Payment, any payments to Class Counsel (i.e., the Class Counsel
18 Fees Payment and/or Class Counsel Litigation Expenses Payment), and/or Administrator Expenses
19 Payment shall not constitute a material modification within the scope of this section (meaning that
20 such a decision shall not be a basis to void the Agreement).

21 13.7 No Prior Assignments. The Parties separately represent and warrant that they have
22 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action,
24 or right released and discharged by the Party in this Settlement.

25 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
26 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon
27 as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
28 amended) or otherwise.

1 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties or their
3 representatives, and approved by the Court. Further, this Agreement may not be discharged except
4 by performance in accordance with its terms as approved by the Court or by a writing signed by the
5 Parties.

6 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
7 to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors
8 and assigns.

9 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the State of California, without regard
11 to conflict of law principles.

12 13.12 Joint Drafters. This Agreement is a result of substantial arms-length negotiations
13 between the Parties. The Parties have cooperated in the drafting and negotiation of this Agreement.
14 This Agreement will not be construed against any Party on the basis that the Party was the drafter or
15 participated in the drafting.

16 13.13 Attorneys' Fees, Costs, and Expenses. Except as otherwise specifically provided for
17 herein, each Party shall bear their own attorneys' fees, costs and expenses, taxable or otherwise,
18 incurred by them in, or arising out of, the Action. The Parties shall not seek reimbursement of their
19 attorneys' fees, costs and expenses from any other party to this Agreement.

20 13.14 Headings. The description heading of any section of this Agreement is inserted for
21 convenience of reference only and in no way defines, limits, extends, or describes the scope of this
22 Agreement or any of its provisions.

23 13.15 Notices. Unless otherwise specifically provided by this Agreement, all notices,
24 demands or other communications given under this Agreement will be in writing and be deemed to
25 have been duly given as of the fifth business day after mailing by United States registered or certified
26 mail, return-receipt requested, or as of the first business day after deposit with an overnight delivery
27 service, addressed as follows:

28 ///

To Plaintiff and the Settlement Class:

Mehrdad Bokhour, Esq.
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
Tel: 310.975.1493
Email: mehrdad@bokhourlaw.com

Joshua S. Falakassa, Esq.
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
Tel: 818.456.6168
Email: josh@falakassalaw.com

To Defendant:

Drew R. Hansen, Esq.
Pavneet Singh Mac, Esq.
NOSSAMAN LLP
18101 Von Karman Ave., Suite 1800
Irvine, CA 92612
Tel: 949.833.7800
Email: dhansen@nossaman.com
pmac@nossaman.com

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

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall continue to be stayed, except to effectuate the terms of this Agreement.

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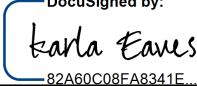
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**THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT
AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.
WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES
SHOWN BELOW.**

Date: _____

JEREMY GARCIA
Plaintiff

Date: 8/6/2024 _____

DocuSigned by:

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BIRCHSTONE MANAGEMENT, LLC
By: Karla Eaves Assistant General Counsel
Defendant

Approved as to Form only:

Date: _____

Mehrddad Bokhour, Esq.
Attorneys for Plaintiff, Class Members, and PAGA
Members

Date: _____

Joshua S. Falakassa, Esq.
Attorneys for Plaintiff, Class Members, and PAGA
Members

Date: 8/6/2024 _____

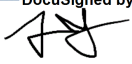
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Drew R. Hansen, Esq.
Pavneet Singh Mac, Esq.
Attorneys for Defendant Birchstone Management, LLC

1 THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT
2 AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.
3 WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES
4 SHOWN BELOW.

5
6 Date: 8/6/2024 _____

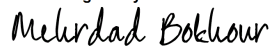
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JEREMY GARCIA
Plaintiff

8
9 Date: _____

BIRCHSTONE MANAGEMENT, LLC
By:
Defendant

10
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12 **Approved as to Form only:**

13
14 Date: 8/6/2024 _____

DocuSigned by:

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Mehrdad Bokhour, Esq.
Attorneys for Plaintiff, Class Members, and PAGA
Members

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16
17 Date: 8/6/2024 _____

DocuSigned by:

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Joshua S. Falakassa, Esq.
Attorneys for Plaintiff, Class Members, and PAGA
Members

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21
22 Date: _____

Drew R. Hansen, Esq.
Pavneet Singh Mac, Esq.
Attorneys for Defendant Birchstone Management, LLC

EXHIBIT “A”

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

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

You may be eligible to receive money from a putative class action and alleged PAGA representative action lawsuit entitled *Jeremy Garcia v. Birchstone Management, LLC* (“Action”) for alleged wage and hour violations. The Action was filed by Jeremy Garcia (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all non-exempt employees of Birchstone Management, LLC (the “Company”) in the State of California and all temporary workers assigned by any temporary staffing agency to work at the Company’s California warehouses (“Class Members”) from November 1, 2018 through August 1, 2024 (“Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for the State of California and all non-exempt employees of the Company in the State of California and all temporary workers assigned by any temporary staffing agency to work at the Company’s California warehouses (“PAGA Members”) from November 1, 2021 through August 1, 2024 (“PAGA Period”).

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

The Company denies violating any laws of any kind and maintains that it complied with all wage and hour laws.

Based on the Company’s records, and the Parties’ current assumptions:

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding).

Your Individual PAGA Payment is estimated to be \$ [REDACTED].

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 the Company’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 the Company’s records showing that:

You worked [REDACTED] Workweeks during the Class Period.

You worked [REDACTED] PAGA Pay Periods during the PAGA Period.

If you believe that you worked more Workweeks and PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 the Company to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against the Company.

If you worked for the Company 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 and PAGA Period penalty claims against the Company.

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

The Company 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 and the Settlement is approved and becomes Final, 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 the Company that are covered by this Settlement (See Section 3(J)-(K) below defining the released claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	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 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue the released PAGA claims (see Section 3(K) below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections 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 7 of this Notice.

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/ Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Company employee. The Action alleges that the Company violated various provisions of the California Labor Code by failing to pay minimum and overtime wages, sick wages, wages due upon termination, as well as failing to implement lawful alternative workweek schedules, provide legally compliant meal and rest periods or pay premiums, and provide accurate itemized wage statements and payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"), as well as claims under California's Business and Professions Code §§ 17200 et seq. Plaintiff is represented by Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C. ("Class Counsel") in the Action.

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

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

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. And the Company denies all of the Action's allegations. In the meantime, Plaintiff and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company 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, the Company 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) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

A. The Company Will Pay \$890,000 as the Gross Settlement Amount (Gross Settlement). The Company 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, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and alleged penalties to be paid to the LWDA. Assuming the Court grants Final Approval, the Company will fund the Gross Settlement not more than thirty (30) days after Settlement becomes completely Final and after the Administrator provides the exact amounts of employer-side payroll taxes owed on the alleged Wage Portion of each Individual Class Payment.

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

- i. Up to \$296,666.67 (One Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$10,000 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.
- iii. Up to \$14,000 to the Administrator for services administering the Settlement.
- iv. Up to \$20,000 for the PAGA Settlement, allocated 75% to the LWDA (i.e., the PAGA Payment) and 25% as Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

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

D. Taxes Owed on Payments to Class Members. Plaintiff and the Company are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to alleged penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as alleged 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 the Company 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.

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

F. 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 [REDACTED] ("Response Deadline") that you wish to opt-out. To notify the Administrator you must send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Company.

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

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

I. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member 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 9 of this Notice.

J. Participating Class Members' Release. After the Judgment is final and the Company 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 Defendant¹ or the Released Parties² for the Claims Released By Participating Class Members, as defined below.

¹ "Defendant" means the named Defendant, Birchstone Management, LLC, and all of its former and present parents, subsidiaries, and affiliated corporations, including, but not limited to, Cardinal Logistics Management Corporation, Transportation 100 LLC, Cardinal Holdco, LLC, as well as Birchstone Management, LLC and all of the other aforementioned entities' owners, shareholders, officers, directors, agents, managers, employees, independent contractors, representatives, attorneys, insurers, successors, and assigns.

² "Released Parties" means Defendant (as defined above) and the Temporary Staffing Agencies (as defined below), as well as each of Defendant's and the Temporary Staffing Agencies' former and present parent companies, subsidiaries, divisions, and other affiliated or related entities, as well as Defendant's and all of the other aforementioned entities' former and present employees, directors, officers, agents, shareholders, owners, attorneys, insurers, partners, representatives, joint venturers, predecessors, successors, and assigns. "Temporary Staffing Agency" or "Temporary Staffing Agencies" means any and all temporary staffing companies that Birchstone Management, LLC has used during the Class Period, including Elite HR Services, LLC, G2 Staffing Solutions, LLC, Rapid Staffing LLC, and Mars Staffing LLC.

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

Each and every Participating Class Member, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all claims that arose or originated from November 1, 2018 up through August 1, 2024, that were asserted against Defendant, or could have been asserted against Defendant and/or the other Released Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints in the Action, including, but not necessarily limited to, all claims alleged against Defendant in the operative First Amended Complaint filed in the Action and in the PAGA Notices (“Claims Released By Participating Class Members”). Among other things, the Claims Released By Participating Class Members include, but are not limited to, claims alleged in the Action and PAGA Notices, and based upon or arising under California Labor Code §§ 200, 201-204, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 246, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.*, California Business and Professions Code §§ 17200 *et seq.*, 17203, and 17208, all applicable Industrial Welfare Commission Wage Orders and California Code of Regulations, California Code of Civil Procedure §§ 382, 395, 395.5, 1021.5, and California Civil Code §§ 3287 and 3289.

Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By Participating Class Members is intended to include, and does include, any and all claims and remedies asserted or sought against Defendant, or that could have been asserted or sought against Defendant or the other Released Parties based on the facts or allegations pled in any of the complaints in the Action (including, but not limited to, the First Amended Complaint) that occurred or arose during the Class Period, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, damages, and other remedies (including, but not limited, to wages of any kind, premium compensation, bonuses, penalties, statutory penalties, civil penalties, waiting time penalties, damages, liquidated damages, statutory damages, restitution, disgorgement, reimbursement, interest, attorney fees, litigation costs, injunctive relief, declaratory relief, or any other equitable, monetary, or legal relief of any kind or nature whatsoever) allegedly due and owing to Participating Class Members by virtue of or related to any of the claims, facts or allegations pled in any of the complaints in the Action are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every Participating Class Member.

K. PAGA Members’ PAGA Release. After the Settlement is finally approved and the Judgment becomes completely Final, and the Company has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members and the State of California will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, 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 Defendant or the Released Parties for the Claims Released By PAGA Group, as defined below.

The PAGA Members’ Releases for Participating and Non-Participating Class Members are as follows:

The State of California, to the maximum extent allowed by law, along with each and every member of the PAGA Group (whether they are a Participating Class Member or Non-Participating Class Member), on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all PAGA claims that arose or originated from November 1, 2021 up through August 1, 2024,

that were asserted against Defendant, or could have been asserted against Defendant or the other Released Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints or PAGA Notices in the Action (“Claims Released By PAGA Group”). Among other things, the Claims Released By PAGA Group Members include, but are not necessarily limited to, all PAGA claims alleged in the FAC filed in the Action and PAGA Notices, and based upon or arising under California Labor Code §§ 200, 201-204, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 246, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.*

Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By PAGA Group Members is intended to include, and does include, any and all claims and remedies asserted or sought, against Defendant or that could have been asserted or sought against Defendant or the other Released Parties based on the facts or allegations set forth in any of the complaints or PAGA Notices in the Action that occurred or arose during the PAGA Period, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, civil penalties, and other remedies allegedly due and owing to PAGA Group members by virtue of or related to any of the claims, facts or allegations pled in any of the complaints or PAGA Notices in the Action are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every PAGA Group member.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. 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.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company’s calculation of Workweeks and/or Pay Periods based on the Company’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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

6. HOW DO I OPT-OUT OF THE CLASS 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, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** 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 and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department S26 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. 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 Zoom or CourtCall. 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, [REDACTED], beforehand or contact the Administrator to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website, [REDACTED], or the Court's website, <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, and enter the Case Number for the Action. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

The contact information for the Settlement Administrator is as follows:

ILYM Group, Inc.

[Mailing address]

[Telephone]

[Fax Number]

[Email address]

The contact information for Class Counsel is as follows:

Mehrdad Bokhour, Esq. Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, CA 90067 Tel: 310.975.1493 Email: mehrdad@bokhourlaw.com	Joshua S. Falakassa, Esq. Falakassa Law, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, CA 90067 Tel: 818.456.6168 Email: josh@falakassalaw.com
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT “B”

**ATTENTION TEMPORARY STAFFING AGENCY EMPLOYEES
WHO WORKED FOR BIRCHSTONE MANAGEMENT, LLC**

If you worked for Elite HR Services, LLC, G2 Staffing Solutions, LLC, Rapid Staffing LLC, Mars Staffing LLC, or any other temporary staffing agency and were assigned to work as a temporary worker at Birchstone Management, LLC in Ontario, CA at any time from November 1, 2018 through August 1, 2024

**YOU MAY BE ENTITLED TO MONEY FROM A PROPOSED CLASS ACTION
SETTLEMENT**

Please immediately contact ILYM Group, Inc. (the “Administrator”) by phone at [REDACTED] or via e-mail at [REDACTED] to verify your employment and eligibility no later than [REDACTED], 2024. Once your employment and eligibility has been confirmed, the Administrator will provide you the Class Notice and inform you of your three options: 1) receive money, 2) object to the settlement, or 3) exclude yourself from the settlement. You will need to provide your contact information (name and address) and other information to the Administrator. *If you fail to provide the required information to the Administrator by [REDACTED], you will be bound by the settlement and cannot object to exclude yourself. Further, you will not receive any money and the amounts assigned to you will be sent to the charity [REDACTED].*