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Attorneys for Plaintiff JOHNNY GARCIA
As an individual and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOHNNY GARCIA, as an individual on
behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

WIN-DOR, INC., a California corporation;
and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2022-01290278-CU-OE-CXC

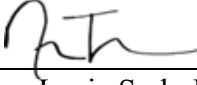
NOTICE OF ENTRY OF ORDER

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on March 21, 2024, the Court entered its order granting
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Furthermore, a Final
4 Approval Hearing is hereby set for August 22, 2024, at 2:00 p.m. in Department CX104 of the
5 Orange County Superior Court. A true copy of the Court's Order is attached hereto as Exhibit A.

6
7
8 Dated: March 27, 2024

CROSNER LEGAL, PC

9
10 By: 
11 _____
12 Jamie Serb, Esq.
13 Nikki Trenner, Esq.
14 Zachary M. Crosner, Esq.
15 Attorneys for Plaintiff,
16 JOHNNY GARCIA
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EXHIBIT

A

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 21 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

JOHNNY GARCIA, as an individual on
behalf of himself and on behalf of all
others similarly situated,

Plaintiff,

v.

WIN-DOR, INC., a California corporation;
and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2022-01290278-CU-OE-CXC

Assigned for All Purposes to:
Hon. Melissa R. McCormick
Dept. CX-104

ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: March 21, 2024

Time: 2:00 p.m.

Dept.: CX-104

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument regarding the
3 Motion on March 21, 2024, hereby finds and ORDERS as follows:
4

5 1. The Class and PAGA Action Settlement Agreement and Release, as amended by
6 the Parties' Addendum to Class and PAGA Action Settlement Agreement (Exhibit A hereto, and
7 referred to as the "Settlement Agreement"), is the result of arm's length negotiations conducted
8 after adequate investigation of the claims, is within the range of possible recovery and, subject to
9 further consideration at the Final Approval Hearing described below, is preliminarily approved as
10 fair, reasonable, and adequate;

11 2 For purposes of settlement only, the Court provisionally and conditionally certifies
12 the following class: "all current and former non-exempt employees that worked either directly or
13 via a staffing agency for Defendant Win-Dor, Inc. ("Win-Dor") at any location in California at any
14 time during the Class Period of November 4, 2018 through July 24, 2023." For purposes of
15 approval of the PAGA portion of the proposed settlement, the Aggrieved Employees are defined
16 as "all current and former non-exempt employees that worked either directly or via a staffing
17 agency for Win-Dor at any location in California at any time during the PAGA Period of
18 December 5, 2021 through July 24, 2023."

19 3. The Court finds the Settlement Class, consisting of approximately 1,145 members,
20 is so numerous that joinder of all members is impracticable, and that the Settlement Class is
21 ascertainable by reference to the business records of defendant Win-Dor.

22 4. The Court finds further there are questions of law and fact common to the entire
23 Settlement Class, which common questions predominate over any individualized questions of law
24 or fact. These common questions include, without limitation: (1) whether Win-Dor paid
25 Settlement Class Members for all hours worked at the appropriate hourly rate, (2) whether Win-
26 Dor provided the Settlement Class Members with all required meal periods, or compensation in
27 lieu thereof; (3) whether Win-Dor provided the Settlement Class Members with all required rest
28 periods, or compensation in lieu thereof; (4) whether Win-Dor reimbursed Settlement Class

1 Members for reasonable and necessary business expenses, (5) whether Win-Dor provided the
2 Settlement Class Members with accurate itemized wage statements; and (6) whether Win-Dor
3 timely paid Settlement Class Members all wages due on separation of employment.

4 5. The Court finds further that the claims of named Plaintiff Johnny Garcia are typical
5 of the claims of the Settlement Class, and that he will fairly and adequately protect the interests of
6 the Settlement Class. Accordingly, the Court preliminarily appoints Johnny Garcia as the Class
7 Representative, and preliminarily appoints his counsel of record, Zachary M. Crosner, Jamie K.
8 Serb, and Nikki Trenner, and Crosner Legal, P.C. as Class Counsel.

9 6. The Court finds further that certification of the Settlement Class is superior to other
10 available means for the fair and efficient adjudication of the controversy.

11 7. The Court finds further that, in the present case, the proposed method of providing
12 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
13 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
14 the proposed Settlement and provides the best notice possible under the circumstances. The Court
15 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
16 Members of the terms of the Settlement and their rights thereunder, including the right to object to
17 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
18 from the Settlement and the procedure for doing so, their right to obtain a portion of the
19 Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed
20 Notice of Class Action Settlement, proposed Exclusion Form, and proposed Workweek Dispute
21 Form and their Spanish translations (Exhibits B-D hereto), and the procedure for providing Notice
22 set forth in the Settlement Agreement, are approved by the Court.

23 8. Under the terms of the Settlement Agreement, the Court preliminarily approves the
24 Parties' selection of Phoenix Settlement Administrators as the Settlement Administrator. The
25 Settlement Administrator is ordered to mail the Class Notice to the Settlement Class Members via
26 First-Class U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all
27 other duties set forth in the Settlement Agreement. The Parties are ordered to carry out and
28 comply with all terms of this Order and the Settlement Agreement, and particularly with respect to

1 providing the Settlement Administrator all information necessary to perform its duties under the
2 Settlement Agreement.

3 9. The Court preliminarily approves the following payments from the Gross
4 Settlement Amount:

5 a. Attorney's Fees to Class Counsel in an amount not to exceed one-third or the Gross
6 Settlement Amount, or \$341,666.67;

7 b. Class Counsel's litigation costs and expenses in an amount not to exceed
8 \$20,000.00;

9 c. A Class Representative Enhancement Payment to Plaintiff in an amount not to
10 exceed \$7,500.00;

11 d. The Settlement Administrator's fees and expenses in an amount not to exceed
12 \$20,000.00; and

13 e. Civil penalties under the Private Attorney's General Act in an amount not to exceed
14 \$30,000.00.

15 10. Any member of the Settlement Class who wishes to comment on or object to the
16 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
17 Counsel or any proposed representative enhancement to the Class Representative, shall have sixty
18 (60) days from the mailing of the Class Notice, or until June 18, 2024, to submit his or her
19 comments and/or objection to the Settlement Administrator, as set forth in the Settlement
20 Agreement and Class Notice. Class Members likewise shall have sixty (60) days from the mailing
21 of the Class Notice, or until June 18, 2024, to submit to the Settlement Administrator any dispute
22 regarding the calculation of his or her Individual Settlement Share, as set forth in the Settlement
23 Agreement and Class Notice. Class Members likewise shall have sixty (60) days from the mailing
24 of the Class Notice, or until June 18, 2024, to submit to the Settlement Administrator a Request
25 for Exclusion from the Settlement, as set forth in the Settlement Agreement and Class Notice. The
26 response date for all Class Member whose Class Notice is re-mailed shall be extended by 14
27 calendar days, to July 2, 2024.

1 11. A Final Approval Hearing is hereby set for August 22, 2024, at 2:00 p.m., in
2 Department CX-104 of the Orange County Superior Court, 751 W. Santa Ana Blvd, Santa Ana,
3 California, to consider any objections to the Settlement, determine if the proposed Settlement
4 should be found fair, adequate and reasonable and given full and final approval by the Court, and
5 to determine the amount of attorney's fees and costs awarded to Class Counsel, the amount of any
6 representative enhancement award to the Class Representative, and to approve the fees and costs
7 payable to the Settlement Administrator. All legal memoranda, affidavits, declarations, or other
8 evidence in support of the request for final approval, the award of attorney's fees and costs to
9 Class Counsel, the enhancement award to the Class Representative, and the fees and costs of the
10 Settlement Administrator, shall be filed no later than sixteen (16) court days prior to the Final
11 Approval Hearing. Notice of the Final Approval Hearing shall be provided to the Labor &
12 Workforce Development Agency concurrently with filing the final approval papers. The Court
13 reserves the right to continue the Final Approval Hearing without further notice to the Settlement
14 Class Members.

15 12. Provided he or she has not submitted a timely and valid Request for Exclusion, any
16 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
17 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

18 13. Under Code of Civil Procedure section 664.6, the Court shall retain jurisdiction
19 over the parties to interpret, implement and enforce the Settlement.

20 IT IS SO ORDERED.

21
22
23 Dated: March 21, 2024



Melissa R. McCormick
Judge of the Superior Court

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Johnny Garcia (“Plaintiff”) and Defendant Win-Dor, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Johnny Garcia v. Win-Dor, Inc.*, Superior Court Case No. 30-2022-01290278-CU-OE-CXC, initiated on November 4, 2022 and pending in the Superior Court of the State of California, County of Orange.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” means of all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California at any time during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California at any time during the Class Period.
- 1.6 “Class Counsel” means Michael Crosner, Zach Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if available), and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the time period from November 4, 2018 through either (a) July 24, 2023, or (b) the date of preliminary approval, whichever is sooner.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Orange.
- 1.16 “Defendant” means the named Defendant Win-Dor, Inc.
- 1.17 “Defense Counsel” means Peter J. Woo, Jeremy D. Lewis, and Eric T. Angel of Jackson Lewis, P.C.
- 1.18 “Dispute Form” means a form substantially in the form attached hereto as **Exhibit C**, subject to modification by the Court, which Class Members and Aggrieved Employees can use to dispute their number of Workweeks and/or Pay Periods.
- 1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20 “Exclusion Form” means the form substantially in the form attached hereto as **Exhibit B**, subject to modification by the Court, which Class Members can use to opt out of the Settlement.
- 1.21 “Final Approval” or “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.22 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.23 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.24 “Gross Settlement Amount” means One Million and Twenty-Five Thousand Dollars (\$1,025,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator’s Expenses.
- 1.25 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.27 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31 “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.
- 1.32 “Operative Complaint” means the Second Amended Complaint filed in the Action.
- 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.34 “PAGA Period” means the time period from December 5, 2021 through either (a) July 24, 2023, or (b) the date of preliminary approval, whichever is sooner.
- 1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.36 "PAGA Notice" means Plaintiff's December 5, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.37 "PAGA Penalties" means the Thirty Thousand Dollars (\$30,000.00) allocated as PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$7,500.00) to the Aggrieved Employees and the 75% (\$22,500) to the LWDA in settlement of PAGA claims.
- 1.38 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39 "Plaintiff" means Johnny Garcia, the named plaintiff in the Action.
- 1.40 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.41 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.42 "Released Class Claims" means the claims being released as described in Paragraph 5.1 below.
- 1.43 "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.44 "Released Parties" means: Defendant and its present and former directors, officers, shareholders, owners, attorneys, insurers, reinsurers, employees, predecessors, successors, including, Win-Dor, LLC, assigns, parent company, including Pella Corporation, subsidiaries, affiliates, co-employers, joint-employers, payroll providers, and staffing agencies, including without limitation, PeopleReady, Inc. and Trueblue, Inc.
- 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.
- 1.46 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.47 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48 "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On November 4, 2022 Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant on behalf of himself and all other similarly situated non-exempt employees. Plaintiff filed later a First Amended Complaint on February 16, 2023. Plaintiff later filed a Second Amended Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages and liquidated damages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to maintain business records; (8) failure to produce personnel file upon request; (9) refusal to make payment; (10) failure to pay statutory wages; (11) failure to provide sick leave; (12) failure to provide supplemental paid sick leave; (13) failure to pay vested vacation and paid time off; (14) unlawful deductions; (15) unlawful inquiries into criminal history; (16) violation of the Unfair Competition Law; and (17) violation of the PAGA (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On April 24, 2023, the Parties participated in an all-day mediation presided over by Steve Mehta of The Mediation Office of Steven G. Mehta, Esq., which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file, including time and payroll records, work schedules, the employee handbooks in effect during the Class Period, including policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies (including recording hours), issuance of wage statements, and termination wages, a random sampling of approximately 12% of the payroll and time records for the Class Members, the number of putative Class Members, mix of current versus former employees, and the estimated number of workweeks, among other 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*").
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Million and Twenty-Five Thousand Dollars (\$1,025,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount to all Participating Class Members or Aggrieved Employees. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars (\$7,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Final Approval motion, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be Three Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$341,666.67) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars (\$20,000.00). Defendant will not oppose requests for these payments provided that do not exceed these amounts. As part of the Final Approval motion, Plaintiff and/or Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any

portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant Released Parties harmless, and indemnifies Defendant and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 **To the Administrator:** An Administrator Expenses Payment not to exceed Twenty Thousand Dollars (\$20,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Twenty Thousand Dollars (\$20,000.00), the Administrator will allocate the remainder in the Net Settlement Amount.

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

3.2.4.1 **Tax Allocation of Individual Class Payments.** Twenty-four percent (24%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-Six (76%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of Thirty Thousand Dollars (\$30,000.00) to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA as the

PAGA Payment and 25% (\$7,500.00) allocated to the Aggrieved Employees as Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its records through the date of mediation, Defendant estimates there are 1,145 Class Members who collectively worked a total of 38,241 Workweeks, and 605 of Aggrieved Employees who worked a total of 14,407 PAGA Pay Periods.
- 4.2 **Class Data.** Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4 **Payments from the Gross Settlement Amount.** Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA

Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.
- 4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

5.1 **Release by Plaintiff and the Participating Class Members:** Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, e.g., (a) any and all claims involving any alleged (1) failure to pay minimum wages and liquidated damages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to reimburse business expenses; (8) failure to maintain business records; (9) failure to produce personnel file upon request; (10) refusal to make payment; (11) failure to pay statutory wages; (12) failure to provide sick leave; (13) failure to provide supplemental paid sick leave; (14) failure to pay vested vacation and paid time off; (15) unlawful deductions; (16) unlawful inquiries into criminal history during the Class Period. Plaintiff and Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.2 of this Agreement, Plaintiff and Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.2 **Release by Plaintiff and the Aggrieved Employees:** Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, (1) recordkeeping violations; (2) failure to produce personnel records upon request; (3) failure to produce time and pay records upon request; (4) unlawful labor conditions; (5) refusal to make payment; (6) statutory wage violations; (7) failure to provide proper notice of sick leave rights; (8) failure to provide proper sick leave pay; (9) failure to provide supplemental paid sick leave; (10) failure to pay vested vacation/paid

time off; (11) failure to provide suitable seating; (12) unlawful deductions; (13) unlawful agreements; (14) unlawful criminal history inquiries; (15) failure to provide a safe and healthy workplace; (16) recovery of unpaid minimum wages and liquidated damages; (17) recovery of unpaid overtime wages; (18) failure to provide meal periods or compensation in lieu thereof; (19) failure to provide rest periods or compensation in lieu thereof; (20) failure to furnish accurate itemized wage statements; (21) failure to pay all wages due timely upon separation of employment; and (22) failure to reimburse expenses during the PAGA Period. Plaintiff and the Aggrieved Employees only release these claims for the duration of the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

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

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing

in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of

any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The Class Notice shall contain an Exclusion Form substantially in the form attached hereto as **Exhibit B**, subject to modification by the Court. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice.

The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release and Aggrieved Employee Release under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Class Notice shall contain a Workweek Dispute Form substantially in the form attached hereto as **Exhibit C**, subject to modification by the Court. 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 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

- 7.8.3 **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 **Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 **Administrator's Declaration.** Not later than 14 days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 **Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 1,145 Class Members who worked 38,241 total Workweeks from November 4, 2018 to April 24, 2023.

8.2 The Gross Settlement Amount was agreed upon based on Defendant's representations of the total number of Workweeks through the date of mediation. If the number of workweeks worked by all Class Members from November 4, 2018 through April 24, 2023 is ultimately determined to exceed 42,065 (38,241 + 10%), then the Gross Settlement Amount shall be increased by a pro rata amount for each additional workweek over 42,065 workweeks (i.e. if the number increases by 11%, the Gross Settlement Amount shall be increased by 1%).

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds fifteen percent (15%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel of its election to withdraw not later than ten business days of the expiration of the claims/exclusion period.

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

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

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final

Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 **Confidentiality Prior to Preliminary Approval.** Plaintiff and Class Counsel, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 12.13 **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Defendant:

Peter J. Woo
peter.woo@jacksonlewis.com
Jeremy D. Lewis

jeremy.lewis@jacksonlewis.com
Eric T. Angel
eric.angel@jacksonlewis.com
JACKSON LEWIS PC
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618

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

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

Dated: 08 / 21 / 2023



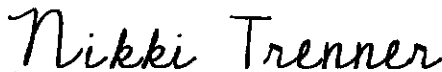
Plaintiff JOHNNY GARCIA

Dated: _____

_____ for Defendant
WIN-DOR, INC.

Dated: August 21, 2023

CROSNER LEGAL, PC



Zachary Crosner
Jamie Serb
Nikki Trenner
Attorneys for Plaintiff and the Class

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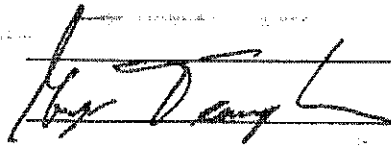
12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same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

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Dated: _____

Plaintiff JOHNNY GARCIA

Dated: 8/22/23



for Defendant
WIN-DOR, INC.

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner
Jamie Serb
Nikki Trenner
Attorneys for Plaintiff and the Class

Dated: August 23, 2023

JACKSON LEWIS PC



Peter J. Woo
Jeremy D. Lewis
Eric T. Angel
Attorneys for WIN-DOR, INC.

EXHIBIT “A”

(case name and number)

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
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 Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is DATE. 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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by DATE. 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. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. 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 DATE. 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 **DATE**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) failing to pay minimum wages and liquidated damages; (2) failing to pay overtime; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) failing to provide accurate wage statements; (6) failing to pay all wages due upon separation of employment; (7) failing to maintain business records; (8) failing to produce personnel file upon request; (9) refusing to make payment; (10) failing to pay statutory wages; (11) failing to provide sick leave; (12) failing to provide supplemental paid sick leave; (13) failing to pay vested vacation and paid time off; (14) making unlawful deductions; and (15) making unlawful inquiries into criminal history. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant 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?

The Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant 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 written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Defendant Will Pay One Million and Twenty-Five Thousand Dollars (\$1,025,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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:

- Up to Three Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$341,666.67) (One-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Twenty Thousand Dollars (\$20,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Seven Thousand Five Hundred Dollars (\$7,500.00) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to **INSERT ADMINISTRATION COSTS** (\$) to the Administrator for services administering the Settlement.
- Up to Thirty Thousand Dollars (\$30,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty-four percent (24%) of each Individual Class Payment to taxable wages ("Wage Portion") and seventy-six percent (76%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual

PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments 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 payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than DATE, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your 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 Defendant.

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 Defendant based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Administrator. The Court has appointed a neutral company, INSERT ADMINISTRATOR NAME (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.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, e.g., (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, e (a) any and all claims involving any alleged (1) failure to pay minimum wages and liquidated damages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to maintain business records; (8) failure to produce personnel file upon request; (9) refusal to make payment; (10) failure to pay statutory wages; (11) failure to provide sick leave; (12) failure to provide supplemental paid sick leave; (13) failure to pay vested vacation and paid time off; (14) unlawful deductions; (15) unlawful inquiries into criminal history during the Class Period. Except for the PAGA Release, Plaintiff and the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, (1) recordkeeping violations; (2) failure to produce personnel records upon request; (3) failure to produce time and pay records upon request; (4) unlawful labor conditions; (5) refusal to make payment; (6) statutory wage violations; (7) failure to provide proper notice of sick leave rights; (8) failure to provide proper sick leave pay; (9) failure to provide supplemental paid sick leave; (10) failure to pay vested vacation/paid time off; (11) failure to provide suitable seating; (12) unlawful deductions; (13) unlawful agreements; (14) unlawful criminal history inquiries; (15) failure to provide a safe and healthy workplace; (16) recovery of

unpaid minimum wages and liquidated damages; (17) recovery of unpaid overtime wages; (18) failure to provide meal periods or compensation in lieu thereof; (19) failure to provide rest periods or compensation in lieu thereof; (20) failure to furnish accurate itemized wage statements; (21) failure to pay all wages due timely upon separation of employment; and (22) failure to reimburse expenses during the PAGA Period. Plaintiff and the Aggrieved Employees only release these claims for the duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** 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. A Dispute Form is attached to this packet for your convenience.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will 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 Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the 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 completed Exclusion Form with your name, present address, and telephone number. The Exclusion Form is included in this packet. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. 30-2022-01290278-CU-OE-CXC, 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 **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and 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 Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (**INSERT URL**) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is **DATE**. 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 *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. 30-2022-01290278-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on DATE at TIME in Department CX-101 of the Orange County Superior Court, located at 700 Civic Center Drive West, Santa Ana, CA 92701. 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 Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). 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 Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to INSERT ADMINISTRATOR NAME's website at INSERT URL. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 01290278, Year Filed: 2022.

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

Class Counsel:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel.: 1-866-CROSNER

Settlement Administrator:

Name of Administrator:
Email Address:
Mailing Address:

Telephone:

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”

EXCLUSION FORM

MAIL OR FAX TO:
c/o [INSERT ADMINISTRATOR NAME]

P.O. Box *****

***** , CA *****

Fax: (***) ***-*****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE COMPENSATION FROM THE SETTLEMENT.

I, _____, request to be excluded from the Settlement Class in the lawsuit *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. 30-2022-01290278-CU-OE-CXC. I understand that by submitting this Exclusion Form, I will no longer be eligible for compensation from the class settlement.

Print your name here

Sign your name here

Last 4 digits of Social Security Number

Date

TO BE TIMELY, A REQUEST FOR EXCLUSION SUBMITTED BY MAIL MUST BE SENT ON OR BEFORE _____, 2023, TO THE FOLLOWING ADDRESS:

c/o [INSERT ADMINISTRATOR NAME]

P.O. Box *****

***** , CA *****

Fax: (***) ***-*****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT “C”

DISPUTE FORM

According to Defendant's records, the number of Workweeks worked by you from November 4, 2018 to July 24, 2023 is [REDACTED] and the number of Pay Periods worked by you from December 5, 2021 to July 24, 2023 is [REDACTED].

Based on this number of Workweeks, your estimated Individual Settlement Payment is \$ [REDACTED]. Based on this number of Pay Periods, your Individual PAGA Payment is \$ [REDACTED].

If you disagree with the number of Workweeks and/or Pay Periods listed on this form, you must:

1. Set forth below the reasons why you disagree with the number of Workweeks and/or Pay Periods;
2. Sign and date this page; and
3. Mail this signed page, along with any supporting documentation that you have to: [INSERT ADMINISTRATOR NAME AND ADDRESS].

I disagree with the number of Workweeks and/or Pay Periods listed above because:

Please enclose all documentation supporting your dispute of the Workweeks and/or Pay Periods.

Dated: _____

Signed: _____

Print Name: _____

Last four digits of Social Security No.: _____

**DO NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF
WORKWEEKS AND/OR PAY PERIODS LISTED ABOVE.**

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

4863-3780-5173, v. 1

AMENDMENT TO CLASS AND PAGA SETTLEMENT AGREEMENT

This Amendment to the Class and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiff Johnny Garcia (“Plaintiff”), on behalf of all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California at any time during the Class Period, on the one hand, and Defendant Win-Dor, Inc. (“Defendant”), on the other hand, with regard to the case entitled *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. case number 30-2022-01290278-CU-OE-CXC, hereinafter collectively referred to as (the “Action” or “Litigation”). Plaintiff and Defendant are collectively referred to as “the Parties.”

This Amendment is made in accordance with Paragraph 12.9 (“Modification of Agreement”) of the Class and PAGA Settlement Agreement, which states: “This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approval by the Court.”

PROVISIONS

1. Terms used in this Amendment are as defined in the Class and PAGA Settlement Agreement (“Agreement”).
2. The Parties have met and conferred and stipulate to the following modifications to the Agreement:
 - a. **Paragraph 1.46. shall be revised to state the following:** ““Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.”
 - b. **Paragraph 7.4.4. shall be revised to state the following:** “The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.”
 - c. **Paragraph 7.5.1. shall be revised to state the following:** “Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email, fax, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The Class Notice

shall contain an Exclusion Form substantially in the form attached hereto as Exhibit B, subject to modification by the Court. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.”

- d. **Paragraph 7.6. shall be revised to state the following:** “Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Class Notice shall contain a Workweek Dispute Form substantially in the form attached hereto as **Exhibit C**, subject to modification by the Court. 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 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination the challenges. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.”
- e. **Paragraph 7.7.2. shall be revised to state the following:** “Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator’s mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).”
- f. **Paragraph 7.8.1. shall be revised to state the following:** The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, Class Notice and all included forms, Orders Granting Preliminary and Final Approval, and Judgment. The Administrator will post the Judgment for at least 180 days. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

PLAINTIFF

Dated: 02 / 09 / 2024


Plaintiff Johnny Garcia

DEFENDANT WIN-DOR, INC.

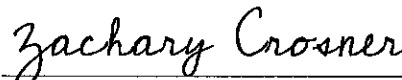
Dated: _____

By: _____

Title: _____

Approved as to Form and Content:

Dated: February 13, 2024


Zachary Crosner, Crosner Legal, P.C.
Attorneys for Plaintiff

Dated: _____

Eric T. Angel, Jackson Lewis, PC
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

PLAINTIFF

Dated: _____

Plaintiff Johnny Garcia

DEFENDANT WIN-DOR, INC.

Dated: 2/5/24

By: [Signature]

Title: President

Approved as to Form and Content:

Dated: _____

Zachary Crosner, Crosner Legal, P.C.

Attorneys for Plaintiff

Dated: February 5, 2024

Eric T. Angel, Jackson Lewis, PC

Attorneys for Defendant

4855-5239-2354, v. 1

EXHIBIT “B”

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

(case name and number)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Win-Dor, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff Johnny Garcia ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for a class of current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Class Members") at any time during the Class Period (November 4, 2018 to July 24, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Aggrieved Employees") at any time during the PAGA Period (December 5, 2021 to July 24, 2023).

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

Based on Defendant's records, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and 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 Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks 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 of the Settlement. 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
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 Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. 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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. 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. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. 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 July 25, 2024 at 2:00 p.m. 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 DATE. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by DATE. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) failing to pay minimum wages and liquidated damages; (2) failing to pay overtime; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) failing to provide accurate wage statements; (6) failing to pay all wages due upon separation of employment; (7) failing to maintain business records; (8) failing to produce personnel file upon request; (9) refusing to make payment; (10) failing to pay statutory wages; (11) failing to provide sick leave; (12) failing to provide supplemental paid sick leave; (13) failing to pay vested vacation and paid time off; (14) making unlawful deductions; and (15) making unlawful inquiries into criminal history. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant 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?

The Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant 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 written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Defendant Will Pay One Million and Twenty-Five Thousand Dollars (\$1,025,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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:

- Up to Three Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$341,666.67) (One-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Twenty Thousand Dollars (\$20,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Seven Thousand Five Hundred Dollars (\$7,500.00) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to Seventeen Thousand Dollars (\$17,000) to the Administrator for services administering the Settlement.
- Up to Thirty Thousand Dollars (\$30,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty-four percent (24%) of each Individual Class Payment to taxable wages ("Wage Portion") and seventy-six percent (76%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual

PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments 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 payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than DATE, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your 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 Defendant.

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 Defendant based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, e.g., (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, e (a) any and all claims involving any alleged (1) failure to pay minimum wages and liquidated damages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to maintain business records; (8) failure to produce personnel file upon request; (9) refusal to make payment; (10) failure to pay statutory wages; (11) failure to provide sick leave; (12) failure to provide supplemental paid sick leave; (13) failure to pay vested vacation and paid time off; (14) unlawful deductions; (15) unlawful inquiries into criminal history during the Class Period. Except for the PAGA Release, Plaintiff and the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, (1) recordkeeping violations; (2) failure to produce personnel records upon request; (3) failure to produce time and pay records upon request; (4) unlawful labor conditions; (5) refusal to make payment; (6) statutory wage violations; (7) failure to provide proper notice of sick leave rights; (8) failure to provide proper sick leave pay; (9) failure to provide supplemental paid sick leave; (10) failure to pay vested vacation/paid time off; (11) failure to provide suitable seating; (12) unlawful deductions; (13) unlawful agreements; (14) unlawful criminal history inquiries; (15) failure to provide a safe and healthy workplace; (16) recovery of

unpaid minimum wages and liquidated damages; (17) recovery of unpaid overtime wages; (18) failure to provide meal periods or compensation in lieu thereof; (19) failure to provide rest periods or compensation in lieu thereof; (20) failure to furnish accurate itemized wage statements; (21) failure to pay all wages due timely upon separation of employment; and (22) failure to reimburse expenses during the PAGA Period. Plaintiff and the Aggrieved Employees only release these claims for the duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** 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. A Dispute Form is attached to this packet for your convenience.

5. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will 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 Defendant's Counsel. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.**HOW WILL I GET PAID?**

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

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the 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 completed Exclusion Form with your name, present address, and telephone number. The Exclusion Form is included in this packet. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. 30-2022-01290278-CU-OE-CXC, 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 DATE, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and 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 Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (INSERT URL) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is DATE. 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 *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. 30-2022-01290278-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready

to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 25, 2024 at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. 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 Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). 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 Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, the Class Notice and all included forms, Orders Granting Preliminary and Final Approval, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at INSERT URL. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 01290278, Year Filed: 2022.

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

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Settlement Administrator:

Name of Administrator:

Email Address:

Mailing Address:

Telephone:

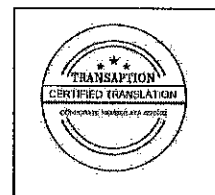
10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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.

ANEXO “B”



**AVISO APROBADO POR EL JUEZ RESPECTO DEL ACUERDO DE LA DEMANDA Y
PAGA COLECTIVAS Y LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN
FINAL DEL JUEZ**

(nombre y número de causa)

El Juez del Tribunal Superior del Estado de California autorizó este Aviso. Léalo atentamente.

No es correo basura, ni spam, ni un anuncio, ni una solicitud de un abogado. No le están demandando.

Usted puede ser candidato a recibir dinero como resultado de una demanda colectiva de empleados ("Acción") contra el Demandado Win-Dor, Inc. ("Demandado") por supuestos incumplimientos de salarios y horas. La Acción fue presentada por el Demandante Johnny García ("Demandante"), ex empleado del Demandado y busca el pago de salarios atrasados y sanciones para una Clase de empleados actuales y ex empleados no exentos que trabajaron ya sea directamente o a través de una agencia de dotación de personal para el Demandado en cualquier lugar de California ("Miembros de la Clase") en algún momento durante el Periodo de la Clase (4 de noviembre de 2018 al 24 de julio de 2023); y (2) sanciones en virtud de la Ley del Fiscal General Privado de California ("PAGA", por sus siglas en inglés) para todos los empleados actuales y anteriores no exentos que trabajaron ya sea directamente o a través de una agencia de dotación de personal para el Demandado en cualquier lugar de California ("Empleados Agraviados") en algún momento durante el Periodo PAGA (5 de diciembre de 2021 al 24 de julio de 2023).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que el Demandado financie Pagos Colectivos Individuales, y (2) un Acuerdo PAGA que requiere que el Demandado financie Pagos PAGA Individuales y pague sanciones a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California ("LWDA").

Con base en los expedientes del Demandado, se estima que su Pago colectivo individual será de \$ [REDACTED] (menos la retención) y que su Pago PAGA individual será de \$ [REDACTED]. La cantidad real que usted pudiera recibir probablemente sea distinta y dependerá de una serie de factores. (Si no se indica ningún importe para su Pago PAGA individual, entonces, según los expedientes del Demandado, usted no tiene derecho a recibir un Pago PAGA individual en virtud del Acuerdo porque no trabajó durante el Periodo PAGA).

Las estimaciones anteriores se basan en los expedientes del Demandado que muestran que usted trabajó [REDACTED] semanas laborales durante el Periodo de la Demanda Colectiva y trabajó [REDACTED] periodos de pago durante el Periodo PAGA. Si cree que trabajó más semanas laborales durante alguno de los dos periodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Juez ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. El Juez aún no ha decidido si concederá la aprobación definitiva del Acuerdo. Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Definitiva, el Juez decidirá si aprueba definitivamente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los



abogados del Demandante (“Abogados de la Clase”). Asimismo, el Juez decidirá o ni si dictar una sentencia que obligue al Demandado a realizar los pagos previstos en el Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos a hacer valer determinadas reclamaciones contra el Demandado.

Si fue empleado del Demandado durante el Periodo de la Demanda Colectiva, tiene dos opciones básicas en virtud del Acuerdo:

1. **No tiene que hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser candidato a recibir un Pago Individual de la Clase. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho a hacer valer reclamaciones salariales del Periodo de la Clase contra el Demandado.
2. **Exclusión voluntaria del Acuerdo colectivo.** Puede excluirse del Acuerdo colectivo presentando la Solicitud de exclusión por escrito o notificándoselo de otro modo al Administrador por escrito. Si opta por excluirse del Acuerdo, no recibirá un Pago colectivo individual. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Periodo de la Demanda Colectiva contra el Demandado y, si es Empleado Agraviado, seguirá calificando para recibir un Pago PAGA Individual. No puede optar por excluirse de la parte PAGA del Acuerdo propuesto.

El Demandado no tomará represalias contra usted por ninguna acción que emprenda con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN MARCO DEL PRESENTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo. Si no hace nada, a usted se le considerará Miembro de la Clase Participante, candidato a recibir un Pago Individual de la Clase y un Pago Individual PAGA (si lo hubiera). A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales contra el Demandado cubiertas por este Acuerdo (Reclamaciones exoneradas).

Puede optar por no participar en el Acuerdo colectivo pero no en el Acuerdo PAGA. La fecha límite para optar por no participar es **DATE**. Si no desea participar plenamente en el Acuerdo propuesto, puede optar por excluirse del Acuerdo colectivo enviándole al Administrador una Solicitud de exclusión por escrito. Una vez excluido, será considerado Miembro de la Clase no participante y no podrá optar por recibir un Pago colectivo individual. Los Miembros de la Clase no participantes no pueden oponerse a ninguna parte del Acuerdo propuesto. Véase la Sección 6 de este Aviso.

Usted no puede optar por excluirse de la Parte PAGA del Acuerdo Propuesto. El Demandado deberá pagar los Pagos PAGA Individuales a todos los Empleados Agraviados y éstos deberán renunciar a sus derechos a presentar Reclamaciones Exoneradas (definidas más adelante).

Los miembros de la Clase participantes pueden objetarse al Acuerdo colectivo pero no al Acuerdo PAGA. Las objeciones por escrito deberán presentarse antes de **DATE**. Todos los



Miembros de la Clase que no opten por la exclusión (“Miembros de la Clase Participantes”) podrán objetarse a cualquier aspecto del Acuerdo propuesto. La decisión del Juez sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de la Clase y al Demandante que entabló la Acción en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o al Demandante. Aparte de la porción PAGA de este Acuerdo, usted puede objetarse cualquier aspecto de este Acuerdo. Consulte la Sección 7 de este Aviso.

Puede participar en la Audiencia de Aprobación Definitiva. La Audiencia de Aprobación Definitiva del Juez está programada para el 25 de julio de 2024 a las 2:00 p.m. Usted no tiene que asistir pero sí tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma de comparecencias virtuales del Tribunal. Los Miembros de la Clase participantes pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Véase la Sección 8 de este Aviso.

Puede impugnar el cálculo de sus semanas de trabajo/periodos de pago. Las impugnaciones por escrito deberán presentarse antes de DATE. El importe de su Pago colectivo individual y de su Pago PAGA (si lo hubiere) dependerá de cuántas semanas laborables trabajó durante el Periodo colectivo y de cuántos Periodos de pago trabajó durante el Periodo PAGA, respectivamente. El número de Semanas Laborales y el número de Periodos de Pago que usted trabajó según los expedientes del Demandado se indican en la primera página de este Aviso. Si no está de Acuerdo con alguna de estas cifras, deberá impugnarla antes de DATE. Consulte la Sección 4 de este Aviso.

12. ¿EN QUÉ CONSISTE LA ACCIÓN?

El Demandante es un antiguo empleado del Demandado. La Demanda acusa al Demandado de incumplir las leyes laborales de California al (1) no pagar los salarios mínimos y los daños liquidados; (2) no pagar las horas extras; (3) no proporcionar periodos de comida; (4) no proporcionar periodos de descanso; (5) no proporcionar declaraciones salariales exactas; (6) no pagar todos los salarios debidos al separarse del empleo; (7) no mantener expedientes comerciales; (8) no presentar el expediente personal a petición; (9) negarse a efectuar el pago; (10) no pagar los salarios reglamentarios; (11) no proporcionar baja por enfermedad; (12) no proporcionar baja por enfermedad suplementaria remunerada; (13) no pagar las vacaciones consolidadas y el tiempo libre remunerado; (14) realizar deducciones ilegales; y (15) realizar averiguaciones ilegales sobre antecedentes penales. Basándose en las mismas reclamaciones, el Demandante también ha hecho valer una reclamación de sanciones civiles en virtud de la Ley de Abogados Generales Privados de California (§§ 2698, y siguientes del Código Laboral) (“PAGA”). El Demandante está representado por abogados (“Abogados de la Clase”) en la Acción.

El Demandado niega rotundamente haber incumplido ley alguna o haber dejado de pagar salario alguno, sosteniendo que acató todas las leyes aplicables.

13. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HA RESUELTO?

El Juez no ha determinado si el Demandado incumplió alguna ley. Mientras tanto, el Demandante y el Demandado contrataron a un mediador de experiencia amplia y neutral en un esfuerzo por



resolver la Acción mediante una negociación para finalizar la causa por Acuerdo mutuo (resolver la causa) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de un Acuerdo de conciliación por escrito ("Acuerdo") y acordando solicitar conjuntamente al Juez que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, el Demandante y el Demandado han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Definitiva del Juez. Ambas partes coinciden que se llegó al Acuerdo mutuamente respecto de las reclamaciones en disputa. Al aceptar llegar a un Acuerdo, el Demandado no admite ninguna infracción ni concede el mérito de ninguna reclamación.

El Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen negocio para usted porque consideran que (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) el Acuerdo es lo mejor para los Miembros de la Clase y los Empleados Agravados. El Juez aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar si aprueba definitivamente el Acuerdo.

14. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

El Demandado Pagará Un Millón Veinticinco Mil Dólares (\$1,025,000.00) como Monto Bruto de la Transacción Extrajudicial (Transacción Extrajudicial Bruta). El Demandado ha acordado depositar la cantidad establecida del Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales PAGA, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los abogados del Abogado de la Clase, los gastos del Administrador y las multas que se pagarán a la Agencia para el Desarrollo Laboral y de la Fuerza de Trabajo de California ("LWDA", por sus siglas en inglés). Suponiendo que el Juez conceda la Aprobación Definitiva, el Demandado financiará el Acuerdo Bruto no más de 30 días después de que la Sentencia dictada por el Juez sea definitiva. La Sentencia será definitiva en la fecha en que el Juez dicte Sentencia, o en una fecha posterior si los Miembros de la Clase Participante se oponen al Acuerdo propuesto o se apela la Sentencia.

Deducciones del Acuerdo Bruto Aprobadas por el Juez. En la Audiencia de Aprobación Definitiva, el Demandante y/o los Abogados de la Clase le solicitarán al Juez que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por el Juez en la Audiencia de Aprobación Definitiva:

- Hasta Trescientos Cuarenta y Un Mil Seiscientos Sesenta y Seis Dólares con Sesenta y Siete Centavos (\$341,666.67) (Un tercio del Monto Bruto del Acuerdo) a los Abogados de la Clase por concepto de honorarios de abogados y hasta Veinte Mil Dólares (\$20,000.00) por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin recibir pago alguno.



- Hasta Siete Mil Quinientos Dólares (\$7,500.00) como Pago por Servicios al Representante de la Clase por presentar la Acción, trabajar con el Abogado de la Clase y representar a la Clase.
- Hasta Diecisiete Mil Dólares (\$17,000) al Administrador por servicios de administración del Acuerdo.
- Hasta Treinta Mil Dólares (\$30,000.00) por Penalidades PAGA, asignados 75% a la LWDA para el Pago PAGA y 25% en Pagos PAGA Individuales a los Empleados Agraviados basados en sus Periodos de Pago PAGA.

Los Miembros de la Clase participantes tienen derecho a objetarse a cualquiera de estas deducciones. El Juez considerará todas las objeciones.

Liquidación Neta Distribuida a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Juez, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") realizando Pagos Individuales de la Clase a los Miembros de la Clase Participantes en función de sus Semanas Laborales del Periodo de la Clase.

Impuestos adeudados por los Pagos a los Miembros de la Clase. El Demandante y el Demandado le solicitan al Juez que apruebe una asignación del veinticuatro por ciento (24%) de cada Pago Individual de la Clase a salarios imponible ("Porción Salarial") y del setenta y seis por ciento (76%) a sanciones e intereses ("Porción No Salarial"). La Porción Salarial está sujeta a retenciones y se declarará en los Formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre la nómina del empleador que adeude sobre la Porción Salarial. Los Pagos Individuales PAGA se contabilizan como penalizaciones y no como salarios a efectos fiscales. El Administrador reportará los Pagos Individuales PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque el Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le asesora a usted respecto de sus Pagos y si están sujetos a impuestos o cuánto podría quedar a deber en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Deberá consultar con un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

Requerimiento de cobrar con prontitud los cheques de pago. El anverso de cada cheque emitido para Pagos Individuales de Clase y Pagos Individuales PAGA mostrará la fecha en la que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de vencimiento, su cheque quedará anulado automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Controlador de California a su nombre. Si el pago que representa su cheque se envía al Fondo de Propiedad No Reclamada del Controlador, deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

Solicitudes de Exclusión del Acuerdo Colectivo. Usted será tratado como un Miembro de la Clase Participante, participando plenamente en el Acuerdo, a menos que le notifique por escrito al Administrador, a más tardar el LIMIT DATE, que desea excluirse. La forma más sencilla de presentarle una notificación al Administrador es por medio de una Solicitud de Exclusión por



escrito y firmada antes de la Fecha Límite de Respuesta. La Solicitud de Exclusión deberá ser una carta suya o de su representante en la que conste su nombre, dirección actual, número de teléfono y una declaración sencilla en la que elija ser excluido del Acuerdo. Los Miembros de la Clase Excluidos (es decir, los Miembros de la Clase No Participantes) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente Demandas por salarios y horas contra el Demandado.

No puede excluirse de la parte PAGA del Acuerdo. Los Miembros de la Clase de Demandantes que se excluyan del Acuerdo colectivo (Miembros de la Clase de Demandantes no participantes) seguirán siendo candidatos a recibir los Pagos individuales PAGA y deberán renunciar a su derecho a hacer valer reclamaciones PAGA contra el Demandado basadas en los hechos del Periodo PAGA alegados en la Demanda.

El Acuerdo Propuesto será Nulo si el Juez deniega la Aprobación Definitiva. Es posible que el Juez se niegue a conceder la Aprobación Definitiva del Acuerdo o se niegue a dictar una Sentencia. También es posible que el Juez dicte una Sentencia que sea revocada en apelación. Los Demandantes y el Demandado han acordado que, en cualquiera de los dos casos, el Acuerdo será nulo: El Demandado no pagará dinero alguno y los Miembros de la Clase no liberarán ninguna reclamación contra el Demandado.

Administrador. El Juez ha designado a una empresa neutral, Phoenix Class Action Administration Solutions (el "Administrador") para que envíe este Aviso, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Impugnaciones de los Miembros de la Clase durante las Semanas Laborales, enviará y volverá a enviar los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador figura en la Sección 9 de este Aviso.

Liberación del Demandante y de los Miembros de la Clase Participante. Una vez que la Sentencia sea definitiva y el Demandado haya financiado íntegramente el Acuerdo bruto y pagado por separado todos los impuestos sobre la nómina del empleador, el Demandante y los Miembros de la Clase participantes estarán legalmente impedidos de hacer valer ninguna de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por excluirse válidamente del Acuerdo colectivo, no podrá Demandar, continuar Demandando ni ser parte de ninguna otra Demanda contra el Demandado o sus sucesores y entidades relacionadas por salarios basados en los hechos del Periodo de Clase y sanciones PAGA basadas en los hechos, según se alega en la Acción y se resuelve mediante este Acuerdo.

Todos los Miembros de la Clase Participante, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, liberan a las Partes Exoneradas de todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos expuestos en la Demanda Operativa, incluyendo, e (a), (i) todas las reclamaciones que fueron alegadas, o que razonablemente podrían haber sido alegadas, basadas en los hechos expuestos en la Demanda Operativa, incluyendo, e (a) todas y cada una de las reclamaciones que involucren cualquier



presunto (1) incumplimiento en el pago de salarios mínimos y daños liquidados; (2) incumplimiento en el pago de horas extras; (3) incumplimiento en la provisión de periodos de comida; (4) incumplimiento en la provisión de periodos de descanso; (5) incumplimiento en la provisión de declaraciones salariales precisas; (6) incumplimiento en el pago de todos los salarios adeudados al momento de la separación del empleo; (7) falta de mantenimiento de expedientes comerciales; (8) falta de presentación del expediente personal previa solicitud; (9) negativa a efectuar el pago; (10) falta de pago de los salarios reglamentarios; (11) falta de concesión de baja por enfermedad; (12) falta de concesión de baja por enfermedad remunerada suplementaria; (13) falta de pago de vacaciones consolidadas y tiempo libre remunerado; (14) deducciones ilegales; (15) indagaciones ilegales sobre antecedentes penales durante el Periodo de la Demanda Colectiva. Excepto por la Exoneración PAGA, el Demandante y los Miembros de la Clase Participante no exoneran ninguna otra reclamación, incluyendo reclamaciones por beneficios adquiridos, despido injustificado, incumplimiento de la Ley de Empleo y Vivienda Justos, seguro de desempleo, incapacidad, seguridad social, indemnización laboral, o reclamaciones basadas en hechos ocurridos fuera del Periodo de la Clase.

Liberación PAGA de los Empleados Agraviados. Una vez que la Sentencia del Juez sea definitiva, y el Demandado haya pagado la Liquidación Bruta y abonado por separado los impuestos sobre la nómina del lado del empleador, todos los Empleados Agraviados quedarán impedidos de hacer valer reclamaciones PAGA contra el Demandado, independientemente de que se excluyan o no de la Liquidación. Esto significa que todos los Empleados Agraviados, incluidos los que sean Miembros Participantes de la Clase y los que se excluyan del Acuerdo Colectivo, no podrán Demandar, seguir Demandando ni participar en ninguna otra reclamación PAGA contra el Demandado o sus entidades relacionadas basada en los hechos alegados en la Acción y resueltos por este Acuerdo.

Se considera que el Demandante y todos los Empleados Agraviados liberan, en nombre de sí mismos y de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, las Partes Liberadas, de todas las reclamaciones por sanciones PAGA que se alegaron, o que razonablemente podrían haberse alegado, en base a los hechos expuestos en la Denuncia Operativa y el Aviso PAGA, incluyendo, (1) incumplimiento de mantenimiento de expedientes; (2) falta de presentación de los expedientes de personal previa solicitud; (3) falta de presentación de los expedientes de horas y salarios previa solicitud; (4) condiciones laborales ilegales; (5) negativa a efectuar el pago; (6) infracciones salariales legales; (7) falta de notificación adecuada de los derechos de baja por enfermedad; (8) falta de pago adecuado de la baja por enfermedad; (9) no proporcionar la baja por enfermedad remunerada suplementaria; (10) no pagar las vacaciones consolidadas/el tiempo libre remunerado; (11) no proporcionar asientos adecuados; (12) deducciones ilegales; (13) Acuerdos ilegales; (14) averiguación ilegal de antecedentes penales; (15) no proporcionar un lugar de trabajo seguro y saludable; (16) recuperación de salarios mínimos no pagados y daños liquidados; (17) recuperación de salarios por horas extras no pagadas; (18) no proporcionar periodos de comida o compensación en lugar de los mismos; (19) no proporcionar periodos de descanso o compensación en lugar de los mismos; (20) no proporcionar declaraciones salariales detalladas y precisas; (21) no pagar todos los salarios adeudados puntualmente tras la separación del empleo; y (22) no



reembolsar los gastos durante el Periodo PAGA. El Demandante y los Empleados Agraviados sólo liberan estas reclamaciones mientras dure el Periodo PAGA.

15. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Importe Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros de la Clase Participantes, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro de la Clase Participante individual.

Pagos PAGA Individuales. El Administrador calculará los Pagos PAGA Individuales (a) dividiendo el veinticinco por ciento de las Penas PAGA (\$7,500.00) por el número total de Periodos de Pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Periodos de Pago trabajados por cada Empleado Agraviado individual.

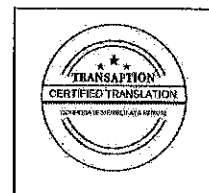
Impugnaciones de Semanas Laborales/Periodos de Pago. El número de Semanas Laborales que trabajó durante el Periodo de la Demanda Colectiva y el número de Periodos de Pago PAGA que trabajó durante el Periodo PAGA, según consta en los expedientes del Demandado, se indican en la primera página de este Aviso. Usted tiene hasta el **DATE** para impugnar el número de Semanas Laborales y/o Periodos de Pago que se le acreditaron. Podrá presentar su impugnación si firma y envía una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de este Aviso contiene la información de contacto del Administrador. Para su comodidad, se adjunta a este paquete un Formulario de Impugnación.

Es necesario que apoye su impugnación enviando copias de talones de pago u otros expedientes. El Administrador aceptará el cálculo de Semanas Laborales y/o Periodos de Pago del Demandado basado en los expedientes del Demandado como exacto a menos que usted envíe copias de expedientes que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de las Semanas Laborales y/o Periodos de Pago basándose en sus envíos y en las aportaciones de los Abogados de la Clase (que abogarán en nombre de los Miembros de la Clase Participantes) y de los Abogados del Demandado. Aunque el Administrador del Acuerdo puede tomar la decisión inicial con respecto a las impugnaciones relativas al cálculo de las semanas de trabajo, el Juez puede revisar cualquier decisión tomada por el Administrador del Acuerdo con respecto a una impugnación relativa al cálculo de las semanas de trabajo.

5. ¿CÓMO ME PAGARÁN?

Miembros de la Clase Participantes. El Administrador enviará, por correo de EE.UU., un cheque único a cada Miembro de la Clase Participante (es decir, a cada Miembro de la Clase que no opte por no participar) incluyendo a aquellos que también reúnan los requisitos para ser considerados Empleados Agraviados. El cheque único combinará el Pago colectivo individual y el Pago PAGA individual.

Miembros de la Clase no participantes. El Administrador le enviará por correo de EE.UU. un único cheque de Pago PAGA Individual a cada Empleado Agraviado que opte por no participar en el Acuerdo (es decir, a cada Miembro de la Clase No Participante).



Su cheque se enviará a la misma dirección que aparece en este Aviso. Si cambia de dirección, asegúrese de notificárselo al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Presente un Formulario de Exclusión cumplimentado con su nombre, dirección actual y número de teléfono. El Formulario de Exclusión está incluido en este paquete. El Administrador le excluirá basándose en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identifique la Acción como *Johnny García contra Win-Dor, Inc.*, Tribunal Superior del Condado de Orange, Caso nº 30-2022-01290278-CU-OE-CXC, e incluya sus datos identificativos (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de la seguridad social a efectos de verificación). Deberá realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, ésta no será válida. Deberá enviarle al Administrador su solicitud de exclusión por **DATE**, o no será válida. En la Sección 9 del Aviso encontrará la información de contacto del Administrador.

7. ¿CÓMO PUEDO OPONERME AL ACUERDO?

Sólo los Miembros de la Clase Participantes tienen derecho a objetarse al Acuerdo. Antes de decidir si objetarse o no, tal vez desee ver qué es lo que el Demandante y el Demandado le solicitan al Juez que apruebe. Al menos 16 días judiciales antes de la Audiencia de Aprobación Definitiva, los Abogados de la Clase y/o el Demandante presentarán ante el Juez (1) una Petición de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y que indique (i) la cantidad que los Abogados de la Clase solicitan en concepto de honorarios de abogados y gastos del litigio; y (ii) la cantidad que el Demandante solicita en concepto de Pago por Servicios del Representante de la Clase. Previa solicitud razonable, el Abogado de la Clase (cuya información de contacto figura en la Sección 9 de este Aviso) le enviará copias de estos documentos sin coste alguno para usted. También podrá consultarlos en el sitio web del Administrador (**INSERTA URL**) o en el sitio web del Tribunal (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

Un Miembro de la Clase Participante que no esté de Acuerdo con algún aspecto del Acuerdo o de la Moción para la Aprobación Definitiva puede desear objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que las cantidades solicitadas por el Abogado de la Clase o el Demandante son demasiado altas o bajas. La fecha límite para enviar objeciones por escrito al Administrador es **DATE**. Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Acción *Johnny García contra Win-Dor, Inc.*, Tribunal Superior del Condado de Orange, Caso nº 30-2022-01290278-CU-OE-CXC, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo con el Demandado y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro de la Clase participante puede objetarse (o contratar personalmente a un abogado para que objete a su costa) asistiendo a la Audiencia de aprobación final. Usted (o su abogado) deberá estar preparado para decirle al Juez a qué se opone, por qué se opone y



cualquier hecho que apoye su objeción. Consulte la Sección 8 de este Aviso (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Usted puede, pero no está obligado, a asistir a la Audiencia de Aprobación Definitiva el 25 de julio de 2024 a las 2:00 p.m. en el Juzgado CX-104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia, el Juez decidirá si conceder o no la Aprobación Definitiva del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, al Demandante y al Administrador. El Juez invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Podrá asistir (o contratar a un abogado para que asista) personalmente o de forma virtual a través de las Audiencias Civiles a Distancia (<https://www.occourts.org/media-relations/aci.html>). Consulte la página web del Tribunal para obtener la información más actualizada.

Es posible que el Juez cambie la fecha de la Audiencia de Aprobación Definitiva. Deberá consultar previamente la página web del Tribunal o ponerse en contacto con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de aprobación definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que el Demandado y el Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer la Demanda Operativa, la Carta de Aviso PAGA, el Acuerdo de Conciliación y cualquier Enmienda, el Aviso a la Clase y todos los formularios incluidos, las Órdenes de Aprobación Preliminar y Final, la Sentencia, o cualquier otro documento del Acuerdo es ir al sitio web de Phoenix Class Action Administration Solutions en INSERT URL. También podrá llamar por teléfono o enviarle un correo electrónico al Abogado de la Clase o al Administrador utilizando la información de contacto que se indica a continuación o consultar el sitio web del Tribunal Superior entrando en (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) e introduciendo el Número de caso de la Demanda, Caso n°: 01290278, Año de presentación: 2022.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301



Beverly Hills, CA 90210
Tel.: 1-866-CROSNER

Administrador del Acuerdo:

Nombre del Administrador:
Dirección de Correo Electrónico:
Dirección Postal:
Teléfono:

10. ¿QUÉ PASARÍA SI LLEGO A PERDER MI CHEQUE DE LIQUIDACIÓN?

Si pierde o extravía su cheque de liquidación antes de cobrarlo, el Administrador se lo sustituirá siempre que solicite la sustitución antes de la fecha de nulidad que figura en el anverso del cheque original. Si su cheque ya es nulo, deberá consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ OCURRE SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, deberá enviarle inmediatamente al Administrador una notificación si se muda o cambia de otro modo su dirección postal.



EXHIBIT “C”

EXCLUSION FORM

EMAIL, MAIL, OR FAX TO:
c/o [INSERT ADMINISTRATOR NAME]

P.O. Box *****

***** , CA *****

Fax: (***) ***-****

Email: *****@*****.com

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE AN INDIVIDUAL CLASS PAYMENT FROM THE SETTLEMENT BUT YOU WILL REMAIN ELIGIBLE FOR AN INDIVIDUAL PAGA PAYMENT AND ARE REQUIRED TO GIVE UP YOUR RIGHT TO ASSERT PAGA CLAIMS AGAINST DEFENDANT BASED ON THE PAGA PERIOD FACTS ALLEGED IN THE ACTION.

I, _____, request to be excluded from the Settlement Class in the lawsuit *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. 30-2022-01290278-CU-OE-CXC. I understand that by submitting this Exclusion Form, I will no longer be eligible for compensation from the class settlement.

Print your name here

Sign your name here

Last 4 digits of Social Security Number

Date

TO BE TIMELY, A REQUEST FOR EXCLUSION SUBMITTED BY MAIL MUST BE SENT ON OR BEFORE _____, 2023, TO THE FOLLOWING ADDRESS:

c/o [INSERT ADMINISTRATOR NAME]

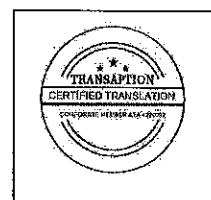
P.O. Box *****

***** , CA *****

Fax: (***) ***-****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

ANEXO “C”



FORMULARIO DE EXCLUSIÓN

POR CORREO ELECTRÓNICO, CORREO POSTAL O FAX A
c/o [INSERT ADMINISTRATOR NAME]

P.O. Box *****

***** , CA *****

Fax: (***) ***-****

Correo electrónico *****@*****.com

COMPLETE ESTE FORMULARIO **SÓLO SI DESEA EXCLUIRSE DE LA CLASE DEL ACUERDO.** SI SE EXCLUYE DE LA CLASE DEL ACUERDO, **NO** RECIBIRÁ UN PAGO INDIVIDUAL DE LA CLASE DEL ACUERDO PERO SEGUIRÁ SIENDO CANDIDATO A RECIBIR UN PAGO INDIVIDUAL DE LA PAGA Y SE LE EXIGE QUE RENUNCIE A SU DERECHO DE HACER VALER RECLAMACIONES DE LA PAGA CONTRA EL DEMANDADO BASADAS EN LOS HECHOS DEL PERIODO DE LA PAGA ALEGADOS EN LA ACCIÓN.

Yo, _____, solicito ser excluido de la Clase del Acuerdo en la Demanda *Johnny Garcia contra Win-Dor, Inc.*, Tribunal Superior del Condado de Orange, Caso No. 30-2022-01290278-CU-OE-CXC. Entiendo que al enviar este Formulario de exclusión, ya no tendré derecho a recibir compensación del Acuerdo colectivo.

Nombre

Firma

4 últimos dígitos del Número de Seguridad Social

Fecha

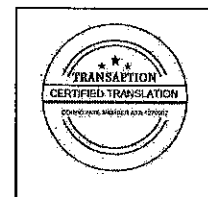
PARA LLEGAR A TIEMPO, LA SOLICITUD DE EXCLUSIÓN PRESENTADA POR CORREO DEBERÁ ENVIARSE A MÁS TARDAR EL _____, 2023, A LA SIGUIENTE DIRECCIÓN:

c/o [INSERT ADMINSTRATOR NAME]

P.O. Box *****

***** , CA *****

Fax: (***) ***-****



[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT “D”

DISPUTE FORM

EMAIL, MAIL, OR FAX TO: c/o [INSERT ADMINISTRATOR NAME] P.O. Box ***** *****, CA ***** Fax: (***) ***-**** Email: *****@*****.com
--

According to Defendant's records, the number of Workweeks worked by you from November 4, 2018 to July 24, 2023 is [REDACTED] and the number of Pay Periods worked by you from December 5, 2021 to July 24, 2023 is [REDACTED].

Based on this number of Workweeks, your estimated Individual Settlement Payment is \$[REDACTED]. Based on this number of Pay Periods, your Individual PAGA Payment is \$[REDACTED].

If you disagree with the number of Workweeks and/or Pay Periods listed on this form, you must:

1. Set forth below the reasons why you disagree with the number of Workweeks and/or Pay Periods;
2. Sign and date this page; and
3. Mail this signed page, along with any supporting documentation that you have to: [INSERT ADMINISTRATOR NAME AND ADDRESS].

I disagree with the number of Workweeks and/or Pay Periods listed above because:

Please enclose all documentation supporting your dispute of the Workweeks and/or Pay Periods.

Dated: _____

Signed: _____

Print Name: _____

Last four digits of Social Security No.: _____

**DO NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF
WORKWEEKS AND/OR PAY PERIODS LISTED ABOVE.**

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

4863-3780-5173, v. 1

ANEXO “D”



FORMULARIO DE DISPUTAS

POR CORREO ELECTRÓNICO, CORREO POSTAL O FAX A c/o [INSERT ADMINISTRATOR NAME] P.O. Box ***** *****, CA ***** Fax: (***) ***-**** Correo Electrónico: *****@*****.com
--

Según los expedientes del Demandado, el número de Semanas Laborales trabajadas por usted desde el 4 de noviembre de 2018 hasta el 24 de julio de 2023 es [REDACTED] y el número de Periodos de Pago trabajados por usted desde el 5 de diciembre de 2021 hasta el 24 de julio de 2023 es [REDACTED].

Basado en este número de Semanas Laborales, su Pago Individual de Acuerdo estimado será de \$ [REDACTED]. Basándose en este número de Periodos de Pago, su Pago Individual PAGA será de \$ [REDACTED].

Si no está de Acuerdo con el número de Semanas Laborales y/o Periodos de Pago indicados en este formulario, deberá:

4. Exponer a continuación las razones por las cuales no está de Acuerdo con el número de Semanas Laborales y/o Periodos de Pago;
5. Firmar y fechar esta página; y
6. Enviar por correo esta página firmada, junto con la documentación acreditativa que tenga, a:
7. [INSERT ADMINISTRATOR NAME AND ADDRESS].

No estoy de Acuerdo con las Semanas Laborales y/o Periodos de Pago indicados arriba porque:

	
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Por favor, adjunte toda la documentación que respalde su impugnación de las Semanas Laborales y/o Periodos de Pago.

Fecha: _____

Firma: _____

Nombre: _____

Cuatro últimos dígitos del NSS: _____

NO DEVUELVA ESTE FORMULARIO SI NO IMPUGNA EL NÚMERO DE SEMANAS DE TRABAJO Y/O PERIODOS DE PAGO INDICADOS ARRIBA.

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

4863-3780-5173, v. 1



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PROOF OF SERVICE
JOHNNY GARCIA VS. WIN-DOR, INC.
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On March 27, 2024, I served true copies of the following document(s) described as

NOTICE OF ENTRY OF ORDER

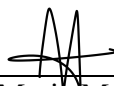
on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address maria@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 27, 2024, at Los Angeles, California.



Maria Monterrey

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SERVICE LIST
JOHNNY GARCIA VS. WIN-DOR, INC.
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Peter J. Woo	Attorney for Defendants
Jeremy D. Lewis	WIN-DOR, INC.
Eric T. Angel	

JACKSON LEWIS P.C.
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Jeremy.Lewis@jacksonlewis.com