

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs Joel Alejandro Carmona
4 (“Carmona”) and Corey Evans (“Evans”) (collectively, “Plaintiffs or “Class Representatives”), on
5 behalf of themselves and all others similarly situated and alleged aggrieved employees, and
6 Defendant Arrowhead Products Corporation (doing business in California as Delaware Arrowhead
7 Products Corporation) (“Defendant” or “Arrowhead”) (collectively, with Plaintiffs, the “Parties”
8 and each individually a “Party”).

9 This Settlement Agreement shall be binding on Plaintiffs and Participating Class Members
10 (as defined herein) and on Arrowhead, subject to the terms and conditions hereof and the approval
11 of the Court.

12 **RECITALS**

13 1. On December 5, 2022, Carmona filed a class action Complaint against Defendant in
14 the Orange County Superior Court, Case No. 30-2022-01295275-CU-OE-CXC alleging eight
15 causes of action, under the California Labor Code and Business and Professions Code, including:
16 (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide
17 meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary
18 business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide
19 accurate itemized wage statements, and (8) unfair business practices on behalf of a putative class of
20 current and former non-exempt employees of Arrowhead (the “Action”). On February 14, 2023,
21 Carmona filed a First Amended Complaint in the Action (the “FAC”), re-alleging all of the causes
22 of action in his original Complaint in addition to a new ninth cause of action for civil penalties
23 under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*
24 (“PAGA”). On November 19, 2024, Plaintiff filed a Second Amended Complaint (“SAC”), re-
25 alleging all of the causes of action pled in the FAC and adding Evans as an additional putative class
26 representative. As part of the settlement, the Parties agreed that Plaintiffs will file a Third Amended
27 Complaint, re-alleging all of the causes of action pled in the SAC in addition to any new allegations
28 made prior to and/or after mediation that were not already alleged.

2. Arrowhead denies all material allegations set forth in the SAC (and any forthcoming Third Amended Complaint) and has asserted numerous affirmative defenses; further, Arrowhead denies that the Action could be certified as a “class” or proceed on a manageable representative basis, other than for purposes of settlement. Notwithstanding, in the interest of avoiding further litigation, the Parties desire to fully and finally settle the Action.

3. Class Counsel in the Action diligently investigated the putative class members’ and alleged aggrieved employees’ claims against Defendant. The investigation included, *inter alia*, the exchange of information, data, and documents, as well as review of numerous company policies and practices and written discovery requests and depositions of multiple company witnesses. In addition, over the course of discovery, Arrowhead took the deposition of Plaintiffs and seven putative class members.

4. On July 15, 2025, the Parties participated in mediation with Deborah Saxe, Esq., Esq. (the “Mediator”), a respected mediator of complex wage and hour actions. However, the Parties did not ultimately reach a resolution at the July 15, 2025 mediation. Subsequently, on December 1, 2025, Plaintiffs filed a motion for class certification; Arrowhead filed its opposition to Plaintiffs’ class certification motion on February 18, 2026. Thereafter, with the Mediator’s assistance, the Parties reached the settlement that is memorialized herein (the “Settlement”) in April 2026. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Arrowhead’s potential liability in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement with Arrowhead for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Arrowhead.

5. The Parties expressly acknowledge that this Settlement Agreement is entered into **solely** for the purpose of compromising **significantly disputed** claims and that nothing herein is an admission of liability or wrongdoing by Arrowhead. This Agreement and the Settlement are

contingent upon the Court's approval of the Settlement, and Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action memorialized in this Agreement. If, for any reason, the Settlement is not approved, this Agreement will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

6. As used in this Agreement, the following terms and phrases shall have the meanings set forth below; definitions contained elsewhere in this Agreement will also be effective:

a. "Aggrieved Employee(s)" means all individuals who were employed by Defendant in California as non-exempt employees at any time(s) during the PAGA Period (as defined below).

b. "Attorneys' Fees" means the amount to be paid to Class Counsel for their attorneys' fees in litigating the Action, subject to approval by the Court, as set forth in Paragraph 10 below.

c. "Attorneys' Costs" means all actual costs incurred by and to be incurred by Class Counsel in the Action, subject to approval by the Court, as set forth in Paragraph 10 below.

d. "Class Counsel" or "Plaintiffs' Counsel" mean Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C., who will seek to be appointed counsel for the Class, subject to Court approval.

e. "Class List" means a complete list of all Class Members and Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator pursuant to the terms of this Agreement. The Class List will be formatted in a readable Microsoft Office Excel file and will include each Class Member's: (i) full name; (ii) telephone number and/or email address, if available; (iii) last known mailing address; (iv) Social Security number; and (v) dates worked for Defendant during the Class Period in a non-exempt/hourly-paid position, excluding any periods of leave.

f. "Class Member(s)" or "Class" mean all individuals who were employed by Defendant in California as non-exempt employees at any time(s) during the applicable Class Period (as defined below), inclusive.

g. “Class Period” means the period from September 23, 2019 through the date of preliminary approval of this Settlement, unless it is ended earlier by operation of Paragraph 38 below.

h. “Court” means the Superior Court of the State of California for the County of Orange.

i. “Defendant’s Counsel” means Philippe A. Lebel, Michelle L. Lappen and Lindsey K. Tanita of Proskauer Rose LLP.

j. “Effective Date” means: (a) if no Class Member files and serves any timely and valid objection to the Parties’ settlement, then, the date upon which the Court grants Final Approval (as defined below) of the Settlement; (b) if any Class Member files and serves a timely and valid objection that is subsequently withdrawn, then, the date upon which the Court grants Final Approval of the Settlement; or (c) if any Class Member files and serves a valid and timely objection, then, the date which is sixty-five (65) days after (1) service of notice of entry of the Final Approval Order and Judgment (as defined below) on the Parties to the Action and all objectors to the Parties’ settlement, if any, without appeals or requests for review being taken, or (ii) service of notice of entry of an order affirming the Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

k. “Enhancement Payment” means the Court-approved amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members and in exchange for a release, as set forth in Paragraphs 32-33 below.

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

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

n. “Final Approval Order and Judgment” means an order granting final approval of the Parties’ Settlement of the Action and entering final judgment in the Action.

o. “Gross Settlement Amount” means the total gross amount of One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00) to be paid by Arrowhead pursuant

1 to this Settlement Agreement in full settlement of the Action and in exchange for release of all
2 Released Claims by all Participating Class Members and the release of the Released PAGA Claims
3 by all Aggrieved Employees. The Gross Settlement Amount is non-reversionary, and no portion
4 shall revert to Defendant except as expressly provided herein. The following amounts shall be
5 payable from the Gross Settlement Amount: (1) all Court-approved Attorneys' Fees and Attorneys'
6 Costs; (2) the Court-approved Enhancement Payment; (3) the LWDA Payment; (4) Court-approved
7 Settlement Administration Costs; (5) the Aggrieved Employee Share; and (6) the Net Settlement
8 Amount to be paid to the Participating Class Members. The employer's share of taxes on the wage
9 portion of Individual Settlement Shares (the "Employer Tax Share") will be paid separately and in
10 addition to the Gross Settlement Amount. Other than the Employer Tax Share and as expressly
11 provided pursuant to Paragraph 38 below, Arrowhead shall not be required to pay any amount in
12 excess of \$1,100,000 as part of this Settlement.

13 p. "Individual PAGA Share" means the *pro rata* share of the Aggrieved
14 Employee Share that an Aggrieved Employee may be eligible to receive under the Settlement
15 Agreement, to be calculated in accordance with Paragraph 14.

16 q. "Individual Settlement Payment" means the net payment of each
17 Participating Class Member's Individual Settlement Share, after reduction for the employee's share
18 of taxes and withholdings with respect to the wage portion of the Individual Settlement Share, as
19 provided in Paragraph 26 below. A Participating Class Member's Individual Settlement Payment
20 also may include their Individual PAGA Share in the same check(s)/payment(s).

21 r. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
22 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
23 calculated in accordance with Paragraph 14.

24 s. "LWDA Payment" means the California Labor and Workforce Development
25 Agency's ("LWDA") 75% share of the PAGA Amount, as set forth in Paragraph 13.

26 t. "Net Settlement Amount" means the amount remaining from the Gross
27 Settlement Amount that is available for distribution to Participating Class Members, which is the
28 Gross Settlement Amount less the Court-approved Enhancement Payment, Settlement

Administration Costs, LWDA Payment, Aggrieved Employee Share, Attorneys' Fees, and Attorneys' Costs.

u. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement, which must be in writing and include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, and telephone number, and the last four digits of the Class Member's Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection (if any); and (d) copies of any papers, briefs, or other documents upon which the objection is based (if any).

v. "Notice of Settlement" or "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as **"Exhibit A."**

w. "Operative Complaint" or "TAC" refers to the Third Amended Complaint that Plaintiffs will file to encompass any and all claims made during the mediation and/or after the mediation that were not already alleged, including, but not limited to, allegations relating to purported "rounding" of timekeeping entries. A copy of the proposed TAC is attached hereto as **Exhibit B.**

x. "PAGA Amount" means the Fifty Thousand Dollars and No Cents (\$50,000.00) portion of the Gross Settlement Amount allocated by the Parties to settlement of Plaintiffs' Ninth Cause of Action (and accompanying requests for relief) in the Operative Complaint.

y. "PAGA Period" means the period from December 5, 2021, through the end of the Class Period.

z. "Preliminary Approval" means entry of the Court order granting preliminary approval of the Settlement.

aa. "Released Claims" means all claims alleged in the Operative Complaint or that could have been alleged based on the facts set forth in the Operative Complaint arising out of or related to services performed for Arrowhead during the Class Period upon final approval and full funding of the Settlement, including claims for wages, penalties, interest, attorneys' fees, and costs, including all claims, causes of action, and requests for relief pursuant to California Labor Code

sections 201, 202, 203, 204, 226, 226.7, 218.5, 218.6, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2802, California Business & Professions Code sections 17200 *et seq.*; and the applicable Wage Orders of the Industrial Welfare Commission.

bb. “Released PAGA Claims” shall mean all claims pursuant to the PAGA alleged in the Operative Complaint and the LWDA Notice or that could have been alleged based on the facts set forth in the Operative Complaint and the LWDA Notice arising out of, or related to services to or work performed for Arrowhead during the PAGA Period.

cc. “Released Parties” means Arrowhead and all its parent, subsidiary, affiliated, and/or related companies and entities (including, without limitation, Industrial Manufacturing Company LLC), past and present, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, members, successors and assigns, agents, accountants, and attorneys, and each of them, past and present.

dd. “Request for Exclusion” means a timely written and signed request (e.g., letter) submitted by a Class Member to be excluded from the Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Agreement if the Settlement is granted Final Approval by the Court.

ee. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 60th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S.

1 Postal Service is open. The Response Deadline may also be extended by express agreement
2 between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the
3 Settlement Administrator have the authority to extend the Response Deadline unilaterally. In the
4 event that a Notice of Settlement is re-mailed to a Class Member, the Response Deadline for that
5 Class Member shall be extended by fifteen (15) calendar days.

6 ff. "Settlement Administrator" means Simpluris, or any other third-party class
7 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
8 administering this Settlement. The Parties each represent that they do not have any financial interest
9 in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
10 that could create a conflict of interest.

11 gg. "Settlement Administration Costs" means the costs for administering this
12 Settlement payable to the Settlement Administrator from the Gross Settlement Amount, subject to
13 Court approval, as set forth in Paragraph 12 below.

14 hh. "Participating Class Members" means all Class Members who do not submit
15 a valid and timely Request for Exclusion.

16 ii. "Workweeks" means the number of calendar days that each Class Member
17 worked for Arrowhead in a non-exempt/hourly-paid position during the Class Period, excluding
18 days on leave of absence (if any), divided by seven (7) and rounded up to the nearest hundredth of a
19 workweek. Each Class Member will be credited with at least one (1) Workweek.

20 **CLASS CERTIFICATION**

21 7. For the purposes of this Settlement only, the Parties stipulate to the certification of
22 the Class, as defined herein.

23 8. The Parties agree that certification for the purpose of settlement is not an admission
24 that certification is proper under section 382 of the California Code of Civil Procedure. Should, for
25 whatever reason, the Court not grant Final Approval of the Settlement, the Parties' stipulation to
26 class certification as part of the Settlement shall become null and void *ab initio* and shall have no
27 bearing on, and shall not be admissible in connection with, the issue of whether or not certification
28 would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

9. Funding of the Gross Settlement Amount. Within ten (10) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Arrowhead pursuant to the terms of the Settlement Agreement. Within twenty-one (21) business days of the Effective Date, Arrowhead will make a one-time deposit of the Gross Settlement Amount into a qualified settlement fund ("QSF") account to be established by the Settlement Administrator for purposes of this Settlement; the Settlement Administrator shall provide Arrowhead's counsel with all information necessary to effectuate the transfer/deposit of the Gross Settlement Amount into the QSF no later than ten (10) days prior to Arrowhead's deadline to make the one-time Gross Settlement Amount deposit. Within seven (7) calendar days of the funding of Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Participating Class Members and Individual PAGA Share payments to Class Members who timely excluded themselves from the Class portion of the Settlement; (b) LWDA Payment to the LWDA; (c) Enhancement Payments to Plaintiffs; and (d) Attorneys' Fees and Attorneys' Costs to Class Counsel. The Settlement Administrator will also issue a payment to itself for Settlement Administration Costs, at the appropriate time, in accordance with the Court's order.

10. Attorneys' Fees and Attorneys' Costs. Class Counsel will request and Arrowhead agrees not to oppose an award of Attorneys' Fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to Three Hundred Eighty-Five Thousand Dollars and Zero Cents (\$385,000.00)) and reimbursement of actual costs associated with Class Counsel's litigation and settlement of the Action not to exceed Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00), both of which will be paid from the Gross Settlement Amount, subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including, without limitation, all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly

1 characterizing this compensation for tax purposes and for paying any taxes on the amounts
2 received. To the extent the Court does not approve the entire amount(s) requested by Class Counsel
3 as Attorneys' Fees and/or Attorneys' Costs, it shall not affect the terms of the Parties' Settlement
4 and any portion of the Attorneys' Fees and/or Attorneys' Costs not awarded to Class Counsel shall
5 remain part of the Gross Settlement Amount and shall be distributed to Participating Class
6 Members as part of the Net Settlement Amount.

7 11. Enhancement Payments. In recognition of his efforts and work in prosecuting the
8 Action and in consideration of his general release of all claims, Arrowhead agrees not to oppose or
9 impede any application or motion for an Enhancement Payment in an amount up to ten thousand
10 dollars (\$10,000.00) to Carmona, payable from the Gross Settlement Amount, subject to Court
11 approval. Arrowhead reserves the right to object to any request for an Enhancement Payment in any
12 amount exceeding seven thousand five hundred dollars (\$7,500.00) to Evans. Any Court-approved
13 Enhancement Payment will be in addition to Plaintiffs' Individual Settlement Payments that are to
14 be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to
15 Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for
16 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
17 received. Plaintiffs agree to indemnify and hold Arrowhead harmless from any claim or liability for
18 taxes, penalties, or interest arising as a result of the Enhancement Payments. Should the Court
19 approve the Enhancement Payments to Plaintiffs in an amount that is less than requested by Class
20 Counsel, the difference between the lesser amount approved by the Court and the amount allocated
21 toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of
22 Participating Class Members.

23 12. Settlement Administration Costs. Subject to Court approval, the Settlement
24 Administrator will be paid for the reasonable costs of administration of the Settlement and
25 distribution of payments under the settlement, which is currently estimated not to exceed twelve
26 thousand eight hundred twenty dollars (\$12,820.00). These costs, which will be paid from the Gross
27 Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and
28 tracking Notices of Settlement and other documents for this Settlement, calculating and distributing

1 payments due under the settlement, issuing of 1099 and W-2 IRS Forms and all required tax
2 reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and
3 other duties and responsibilities set forth herein to process this Settlement, and as requested by the
4 Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount
5 stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to
6 approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement
7 Administration Costs which are not in fact required to fulfill payment to the Settlement
8 Administrator to undertake the requirement settlement administration duties will become part of the
9 Net Settlement Amount.

10 13. LWDA Payment. Subject to approval by the Court, seventy-five percent (75%) of
11 the PAGA Amount (*i.e.*, \$37,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment); the
12 remaining twenty-five percent (25%) of the PAGA Amount (*i.e.*, \$12,500.00) will be distributed to
13 Aggrieved Employees (the “Aggrieved Employee Share”).

14 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
15 calculated and apportioned from the Net Settlement Amount based on the Class Members’
16 respective Workweeks, as follows:

17 a. After Preliminary Approval of the Settlement, the Settlement Administrator
18 will divide the Net Settlement Amount by the total Workweeks of all Class Members to yield the
19 “Estimated Workweeks Value,” and multiply each Class Member’s individual Workweeks by the
20 Estimated Workweeks Value to yield each Class Member’s estimated Individual Settlement Share
21 that each individual Class Member may be eligible to receive under the Settlement.

22 b. After Final Approval of the Settlement, the Settlement Administrator will
23 divide the final Net Settlement Amount by the Workweeks of all Participating Class Member to
24 yield the “Final Workweeks Value,” and multiply each Participating Class Member’s individual
25 Workweeks by the Final Workweeks Value to yield each Participating Class Member’s Individual
26 Settlement Share, which shall be paid from the Net Settlement Amount, less applicable employee-
27 side tax withholdings.

c. The Settlement Administrator will also divide the Aggrieved Employee Share by the total Workweeks worked within the PAGA Period by all Aggrieved Employees to yield the “PAGA Workweeks Value,” and multiply each Aggrieved Employee’s Workweeks within the PAGA Period by the PAGA Workweeks Value to yield such individual’s Individual PAGA Share. The Settlement Administrator may, at its discretion, issue payment for any Participating Class Member’s Individual PAGA Share payment together with the non-wage portion of such Participating Class Member’s Individual Settlement Payment.

15. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs or any Class Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

16. Delivery of the Class List. Within fifteen (15) business days of Preliminary Approval, Arrowhead will provide the Class List to the Settlement Administrator.

17. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Arrowhead, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail the Notice of Settlement in English to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Notices of Settlement that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by

1 way of skip-trace and re-mail the Notices of Settlement within five (5) calendar days. There shall be
2 no obligation to re-mail a Notice of Settlement more than one (1) time.

3 18. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute
4 the number of Workweeks to which they have been credited, as reflected in their respective Notices
5 of Settlement. To dispute Workweeks, Class Members must submit a written letter to the Settlement
6 Administrator that: (a) contains the case name and number of the Class Action; (b) is signed by the
7 Class Member; (c) contains the full name, address, telephone number, and last four digits of the
8 Social Security Number of the disputing Class Member; (d) clearly states that the Class Member
9 disputes the number of Workweeks credited to such Class Member and what they contend is the
10 correct number to be credited to them; (e) includes information and/or attaches documentation
11 demonstrating that the number of Workweeks that the Class Member contends should be credited to
12 them are correct; and (f) is returned by mail to the Settlement Administrator at the specified
13 address, postmarked on or before the Response Deadline. The date of the postmark on the return
14 mailing envelope on the submission will be the exclusive means to determine whether a dispute has
15 been timely submitted. Absent evidence rebutting the accuracy of Arrowhead's records and data as
16 they pertain to the number of Workweeks to be credited to a disputing Class Member, Arrowhead's
17 records will be presumed correct and determinative of the dispute. However, if a Class Member
18 submits information and/or documentation to the contrary, the Settlement Administrator will
19 evaluate the materials submitted by the Class Member and will resolve and determine the number of
20 eligible Workweeks that the disputing Class Member should be credited with under the Settlement.
21 Unless the Court elects to review such a decision made by the Settlement Administrator, the
22 Settlement Administrator's decision on such disputes will be final and non-appealable.

23 19. Settlement Checks. The Settlement Administrator will be responsible for
24 undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement
25 Payments by way of check to the Participating Class Members in accordance with this Settlement
26 Agreement. Each Individual Settlement Payment check (and any Individual PAGA Share checks)
27 will be valid and negotiable for one hundred eighty (180) calendar days from the date each check is
28 issued and thereafter shall be void/cancelled. All funds associated with such void/cancelled checks

1 will be transmitted to the Unclaimed Property Fund maintained by the California State Controller's
2 Office, in accordance with section 384 of the California Code of Civil Procedure. The Settlement
3 Administrator shall undertake amended and/or supplemental tax filings and reporting, required
4 under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of
5 any Individual Settlement Payment checks.

6 20. Procedure for Requesting Exclusion from the Settlement. Any Class Member
7 wishing to be excluded from the Settlement must submit a written Request for Exclusion to the
8 Settlement Administrator, by mail, by the Response Deadline. The date of the postmark on the
9 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
10 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
11 Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the
12 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to
13 be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits
14 a Request for Exclusion is prohibited from making any objection to the Settlement Agreement.

15 21. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
16 Class Member who does not affirmatively request exclusion from the Settlement by submitting a
17 timely and valid Request for Exclusion will be bound by all of the terms of the Settlement
18 Agreement, including and not limited to those pertaining to the Released Claims, as well as any
19 judgment that may be entered by the Court if it grants Final Approval to the Settlement.

20 22. Release By Aggrieved Employees. Any Class Member who is also an Aggrieved
21 Employee *and* who timely submits a Request for Exclusion shall not receive any portion of the Net
22 Settlement Amount but *shall* nonetheless be issued a check for their Individual PAGA Share.
23 Whether they deposit their Individual PAGA Share checks or not, all Aggrieved Employees shall be
24 deemed to have released the Released PAGA Claims as to the Released Parties.

25 23. Procedures for Objecting to the Settlement. To object to the Settlement, Class
26 Members who have not timely submitted a Request for Exclusion (i.e., Participating Class
27 Members) may submit a timely and complete Notice of Objection to the Settlement Administrator,
28 by mail, on or before the Response Deadline. The Notice of Objection must be signed by the

1 Participating Class Member and contain all information required by this Settlement Agreement. The
2 postmark date will be deemed the exclusive means for determining that the Notice of Objection is
3 timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
4 Participating Class Members to object to the Settlement Agreement or appeal from the Final
5 Approval Order and Judgment. Participating Class Members may also appear at the Final Approval
6 Hearing and present an objection without submitting a written Notice of Objection.

7 24. Reports by the Settlement Administrator Regarding Settlement Administration. The
8 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report that
9 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the
10 number of Class Members who have submitted timely and valid Requests for Exclusion or timely
11 and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Notices.
12 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
13 reports regarding the administration of the Settlement as needed or requested, and immediately
14 notify the Parties when it receives a request from an individual or any other entity regarding
15 inclusion in the Class and/or Settlement.

16 25. Certification of Completion. Upon completion of administration of the Settlement,
17 the Settlement Administrator will provide a written declaration under oath to certify such
18 completion to the Court and counsel for all Parties.

19 26. Tax Treatment of Individual Settlement Payments. Each Individual Settlement
20 Share will be allocated as follows for tax purposes: eighty percent (80%) alleged back wages and
21 twenty percent (20%) alleged penalties, liquidated damages, and interest. The portion allocated to
22 wages will be reported on an IRS Form W-2, and the portion allocated to penalties, liquidated
23 damages, and interest will be reported on an IRS Form 1099 by the Settlement Administrator. Each
24 Aggrieved Employee's Individual PAGA Share shall be allocated one hundred percent (100%) to
25 penalties and shall be reported on an IRS Form 1099 by the Settlement Administrator. The
26 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect
27 to the wage portion of the Individual Settlement Shares and issue checks to Participating Class
28 Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement

1 Share net of these taxes and withholdings). The employer's share of taxes on the wage portion of
2 Individual Settlement Shares will be paid by Arrowhead separately and in addition to the Gross
3 Settlement Amount.

4 27. Administration of Taxes by the Settlement Administrator. The Settlement
5 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, Aggrieved
6 Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
7 amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be
8 responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate
9 government authorities.

10 28. Tax Liability. Plaintiffs, Class Counsel, Arrowhead, and Defendant's Counsel do
11 not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
12 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs and
13 Participating Class Members understand and agree that Plaintiffs and Participating Class Members
14 will be solely responsible for correctly characterizing any compensation received under the
15 Settlement on their personal income tax returns and paying any and all taxes due for any and all
16 amounts paid to them under the Settlement.

17 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH
19 PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING
20 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO
21 PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
22 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
23 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
24 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
25 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
26 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
27 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
28 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

1 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
2 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
4 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
9 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
12 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
13 SETTLEMENT AGREEMENT.

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

18 31. Release of Claims by Participating Class Members. Upon the Effective Date and full
19 funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a
20 valid and timely Request for Exclusion (*i.e.*, all Participating Class Members) will be deemed to
21 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
22 Released Parties as to and from all Released Claims. Upon the Effective Date and full funding of
23 the Gross Settlement Amount, Plaintiffs and all Aggrieved Employees shall also be deemed to have
24 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
25 Parties as to and from the Released PAGA Claims.

26 32. General Release of Claims by Carmona. In addition, upon the Effective Date and
27 full funding of the Gross Settlement Amount, Carmona will be deemed to have fully released and
28 discharged the Released Parties as to and from all claims arising out of or in any way related to his

1 employment with Arrowhead, the termination of his employment from Arrowhead, and any acts
2 that have or could have been asserted in any legal action or proceeding against Arrowhead, whether
3 known or unknown, arising under any federal, state, or local law, statute, regulation, or ordinance,
4 including, without limitation, any and all claims arising under the California Labor Code, the Fair
5 Labor Standards Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964,
6 the Employee Retirement Income Security Act, the National Labor Relations Act, California
7 Corporations Code, California Business and Professions Code, the Wage Orders of the Industrial
8 Welfare Commission, the California Government Code (including, without limitation, the
9 California Fair Employment and Housing Act), the California Constitution (all as amended), and
10 law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination,
11 lost wages, benefits, other employment compensation, emotional distress, medical expenses, other
12 economic and non-economic damages, attorney's fees, and costs, arising on or before the date on
13 which the Settlement Agreement is executed. With respect to those claims released by Carmona in
14 an individual capacity, Carmona acknowledges and waives any and all rights and benefits available
15 under section 1542 of the California Civil Code, which provides:

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

20 Carmona understands and agrees that claims or facts in addition to or different from those which are
21 now known or believed by him to exist may hereafter be discovered. It is Carmona's intention to
22 settle fully and release all claims he now has against the Released Parties, whether known or
23 unknown, suspected, or unsuspected. The Enhancement Payment will be paid to Carmona
24 specifically in exchange for the general release of the Released Parties from all claims, including
25 those specified in this paragraph and a covenant not to sue the Released Parties. Notwithstanding
26 the above, the general release by Carmona shall not extend to claims for workers' compensation
27 benefits, claims for unemployment benefits, or other claims that may not be released by law.
28

33. Release of Claims by Evans. In addition, upon the Effective Date and full funding of the Gross Settlement Amount, Evans will be deemed to have fully released and discharged the Released Parties as to and from any and all claims, actions, or causes of action he has or may have against them, or any of them, except for claims to enforce this Settlement and his causes of action presently alleged in his operative complaint in the lawsuit he filed in Orange County Superior Court, Case No. 30-2025-01475259-CU-WT-CJC for: discrimination based on race and/or color; harassment; disability discrimination; retaliation; failure to engage in a good faith interactive process; failure to accommodate; failure to take all reasonable steps to prevent discrimination. harassment, and/or retaliation; negligent hiring, training, retention and supervision; violation of Labor Code sections 1102.5, 98.6 and 6310; and constructive discharge/wrongful termination in violation of public policy (the “Excluded Evans Matters”).

34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs’ Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said Motion. Arrowhead shall have the right to review and comment upon Plaintiffs’ Motion for Preliminary Approval and any motion for Final Approval of the Settlement. Plaintiffs shall file his Motion for Preliminary Approval of the Settlement within twenty-five (25) days of execution of this Settlement Agreement. Class Counsel will provide Defendant’s Counsel a draft of the Preliminary Approval Motion at least five (5) business days before the filing deadline for Plaintiffs’ Motion for Preliminary Approval. Arrowhead agrees not to oppose the Motion for Preliminary Approval of the Settlement, consistent with this Settlement Agreement. Said Motion shall apply to the Court for the entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties, seeking the following:

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

e. Approving, as to form and content, the mutually agreed-upon and proposed Notice of Settlement and directing its mailing to the Class by First Class Mail;

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

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

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement.

After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Attorneys' Fees and Attorneys' Costs; (d) Enhancement Payments; and (e) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the Final Approval Motion at least five (5) days before the filing deadline. By way of said Motion, Plaintiffs will apply for the entry of the mutually agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

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

b. Certification of the Settlement Class;

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

d. Approval of the application for Enhancement Payments to Plaintiffs;

e. Approving the Parties' settlement of the Ninth Cause of Action in the Operative Complaint and the PAGA Amount;

f. Directing Arrowhead to fund all amounts due under the Settlement Agreement and ordered by the Court; and

g. Entering judgment in the Actions barring and enjoining all Participating Class Members from prosecuting the Released Claims against any of the Released Parties, while maintaining continuing jurisdiction, in conformity with Rule 3.769 of the California Rules of Court and the Settlement Agreement.

36. Termination or Revocation of Settlement.

a. If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion, Arrowhead may elect to rescind the Settlement and this Agreement. Arrowhead must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) business days of the Response Deadline. If Arrowhead exercises this option, Arrowhead shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

b. If the Court finds the Gross Settlement Amount to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Arrowhead may, at its election, rescind the Settlement and this Agreement, in which case all actions taken in furtherance of it will thereby be null and void.

37. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. Arrowhead shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, including any other order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be

1 restored to their respective positions in the Actions prior to the execution of the Settlement
2 Agreement;

3 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
4 statements, or filings in furtherance of the Settlement (including all matters associated with the
5 mediation) shall be admissible or offered into evidence in the Actions or any other action for any
6 purpose whatsoever; and

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

10 38. Escalator Clause. Arrowhead represents that, for the period of September 23, 2019
11 to March 8, 2026, there were approximately 178,000 Workweeks. If it is determined that the total
12 number of Workweeks exceeds 178,000 by more than ten percent (10%) (i.e., if it is greater than
13 195,000 Workweeks) during the Class Period, then (a) the Gross Settlement Amount will be
14 increased on a proportional basis by the same number of percentage points above 195,000 (i.e., if
15 there is an 12% increase in the number of workweeks during the Class Period, Arrowhead would
16 increase the Gross Settlement Amount by 2%); or (b) Arrowhead may elect to end the Class Period
17 on an earlier date at Arrowhead's discretion in order to limit the covered workweeks to no more
18 than 10% above 178,000 in lieu of paying a proportional increase to the Gross Settlement Amount.
19 Arrowhead shall provide written notice of its election to Plaintiffs' Counsel, including any revised
20 Class Period end date, prior to preliminary approval hearing.

21 39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the
22 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
23 section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
24 interpretation and enforcement of the terms of the Settlement Agreement, (b) settlement
25 administration matters, and (c) such post-judgment matters as may be appropriate under court rules
26 or as set forth in this Settlement Agreement.

27 40. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
28 include the terms set forth in any attached exhibits, which are incorporated by this reference as

1 though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the
2 Settlement.

3 41. Entire Agreement. This Settlement Agreement and any attached exhibits constitute
4 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
5 agreements may be deemed binding on the Parties. The Parties expressly recognize section 1625 of
6 the California Civil Code and section 156(a) of the California Code of Civil Procedure, which
7 provide that a written agreement is to be construed according to its terms and may not be varied or
8 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

10 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings
11 in the Action (including with respect to California Code of Civil Procedure section 583.310), except
12 such proceedings necessary to implement and complete the Settlement Agreement, pending the
13 Final Approval Hearing to be conducted by the Court.

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

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

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

4 46. California Law Governs. All terms of this Settlement Agreement and attached
5 exhibits hereto will be governed by and interpreted according to the laws of the State of California,
6 without regard to choice-of-law principles.

7 47. Execution and Counterparts. This Settlement Agreement may be executed in one or
8 more counterparts. All executed counterparts and each of them, including facsimile, electronic, and
9 scanned copies of the signature page, will be deemed to be one and the same instrument.

10 48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe
11 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
12 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
13 taking into account all relevant factors, present and potential. The Parties further acknowledge that
14 they are each represented by competent counsel and that they have had an opportunity to consult
15 with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

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

20 50. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement
21 Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein and
22 cannot submit a Request for Exclusion therefrom.

23 51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
24 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
25 continued litigation. In entering into this Settlement Agreement, Arrowhead does not admit, and
26 specifically denies, that it has violated any state, federal, or local law; violated any regulations or
27 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
28 requirements; breached any contract; violated or breached any duty; engaged in any

misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees (current and former). Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Arrowhead of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Arrowhead or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

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

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

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

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

To Plaintiffs and Class Counsel:

Kane Moon, Esq.
Allen Feghali, Esq.
Jacquelyne VanEmmerik, Esq.
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017

To Arrowhead:

Philippe A. Lebel, Esq.
Michelle L. Lappen, Esq.
Lindsey K. Tanita, Esq.
PROSKAUER ROSE LLP
2029 Century Park East, Suite 2400
Los Angeles, California 90067

1 56. Final Judgment. The Parties shall provide the Settlement Administrator with a copy
2 of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post
3 the Final Judgment on its website within three (3) business days of receipt. No individualized notice
4 to the Class will be required.

5 57. No Publicity. Class Counsel shall do nothing to publicize this settlement or use it for
6 marketing purposes, including on websites, on the Internet, or in any form of press whatsoever.
7 Neither Plaintiffs nor Class Counsel shall issue any press release or announcement of any kind
8 related in any way to the settlement that identifies the Parties or would reasonably lead to their
9 identification, and the Settlement shall not be advertised or mentioned in such a manner on any
10 website owned directly or indirectly by Class Counsel, including Class Counsel's personal or firm
11 website. Notwithstanding the foregoing, nothing herein prohibits Class Counsel or Defendant's
12 Counsel from doing anything to encourage Class Members to participate in the Settlement. Further,
13 nothing in this Settlement Agreement shall restrict Class Counsel from disclosing and including all
14 publicly available information regarding this case and the Settlement in any documents filed with
15 any court and/or judicial submissions (e.g., CVs, declarations regarding adequacy or experience,
16 etc.).

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

25 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
26 Stipulation of Class Action and PAGA Settlement between Plaintiffs Joel Alejandro Carmona and
27 Corey Evans and Defendant Arrowhead Products Corporation:
28

1 **IT IS SO AGREED.**

2
3
4 Dated: 6/19/2026

PLAINTIFF JOEL ALEJANDRO CARMONA

DocuSigned by:

Joel Carmona

74FEFF89BBF44AC...

Joel Alejandro Carmona, Plaintiff

PLAINTIFF COREY EVANS

Signed by:

Corey Evans

6E6A272F01F3486...

Corey Evans, Plaintiff

DEFENDANT ARROWHEAD PRODUCTS CORPORATION (DOING BUSINESS IN CALIFORNIA AS DELAWARE ARROWHEAD PRODUCTS CORPORATION)

5
6
7 Dated: 7/6/2026

Cedric Bray

8
9
10
11
12 Full Name: Cedric Bray

Title: Vice President, Human Resources

13
14
15 On behalf of Arrowhead Products Corporation (doing
16 business in California as Delaware Arrowhead
17 Products Corporation)

18
19 **APPROVED AS TO FORM**

MOON LAW GROUP, P.C.

Kane Moon

20
21
22 Dated: 6/19/2026

Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

23
24 Attorneys for Plaintiffs Joel Alejandro Carmona and
25 Corey Evans and Proposed Class Counsel
26
27
28

PROSKAUER ROSE LLP

Dated: July 9, 2026



Philippe A. Lebel
Michelle L. Lappen
Lindsey K. Tanita
Attorneys for Defendant Arrowhead Products
Corporation (doing business in California as Delaware
Arrowhead Products Corporation)

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Carmona et al. v. Arrowhead Products Corporation et al.
Superior Court of California for the County of Orange, Case No. 30-2022-01295275-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Arrowhead Products Corporation's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options relating to the settlement, and how you can request to be excluded from the settlement or object to the settlement, if you so choose.

A proposed class and representative action settlement (the "Settlement") has been reached between Plaintiffs Joel Alejandro Carmona ("Carmona") and Corey Evans ("Evans") (collectively, "Plaintiffs") and Defendant Arrowhead Products Corporation ("Defendant" or "Arrowhead") (Plaintiffs and Defendant are collectively referred to as the "Parties") in a class and representative action case entitled *Carmona et al. v. Arrowhead Products Corporation et al.*, Orange County Superior Court Case No. 30-2022-01295275-CU-OE-CXC (the "Action"), which may affect your legal rights.

On [date of Preliminary Approval], the Court granted preliminary approval of the Parties' Settlement and scheduled a hearing on [hearing date] at [hearing time] (the "Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

Your Legal Rights and Options in Connection with this Settlement	
DO NOTHING	Receive an Individual Settlement Payment. If you received this Notice and do not exclude yourself from the Settlement (pursuant to the procedures set forth Section IV.B below), you will receive an Individual Settlement Payment automatically without the need to return a claim form, after final judicial approval of the Settlement, and will release and lose the right to assert all Released Claims against Arrowhead and the other released parties (see Section III.D below).
MAIL-IN A WRITTEN REQUEST FOR EXCLUSION	Exclude Yourself from the Settlement; Do Not Receive Any Payment. You may "opt-out" of the Settlement by submitting a signed written Request for Exclusion (pursuant to the procedures in Section IV.B below) to the Settlement Administrator that is postmarked no later than insert deadline . Opt-out requests that do not include all required information, or that are not submitted by the deadline, will be disregarded. If you submit a valid and timely Request for Exclusion and the Court grants final approval of the Settlement, you will not receive any payment from the Settlement, but you will not give up your right to sue the Released Parties for the Released Class Claims. You will, however, give up your right to sue for claims pursuant to the Labor Code Private Attorneys General Act, encompassed by the PAGA Release described in Section III.D below.
OBJECT TO THE SETTLEMENT	Object to the Settlement; Receive an Individual Settlement Payment. If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you can submit a written Notice of Objection (along with any supporting documentation or authority) by mail to the Settlement Administrator by no later than insert (as described in Section IV.C below), or appear at the Final Approval Hearing and state any objections to the

Your Legal Rights and Options in Connection with this Settlement

proposed Settlement. The Court does not require written objections for an objector to appear at the Final Approval Hearing to raise an objection. Whether you submit a written Notice of Objection or appear at the Final Approval Hearing, if the Court overrules your objection, you will be part of the Settlement and will receive an Individual Settlement Payment, and you will release and lose the right to assert all Released Claims against Arrowhead and the other Released Parties as described in Section III.D below. You cannot object to the Settlement if you exclude yourself from the Settlement, however.

I. IMPORTANT DEFINITIONS

As used in this Notice, the following terms and phrases have the meanings set forth below:

“**Class**” means all individuals who were employed in California by Arrowhead as non-exempt employees at any time between September 23, 2019 through [date of Preliminary Approval] (period between September 23, 2019 through [date of Preliminary Approval] is the “Class Period”).

“**Class Member**” means a member of the Class.

“**PAGA Group**” means all individuals who were employed in California by Arrowhead as non-exempt employees at any time between December 5, 2021 through [date of Preliminary Approval] (period between December 5, 2021 through [date of Preliminary Approval] is the “PAGA Period”).

“**PAGA Group Member**” means a member of the PAGA Group.

II. BACKGROUND OF THE LITIGATION AND SETTLEMENT

In the Action, Plaintiffs alleged various wage and hour claims under California law on behalf of current and former non-exempt employees of Arrowhead. Specifically, Plaintiffs alleged that Arrowhead: (a) failed to pay minimum and overtime wages in accordance with California law; (b) failed to provide compliant meal periods and/or rest breaks in accordance with California law; (c) failed to reimburse Class Members for business expenses; (d) failed to timely pay wages to Class Members during employment and upon termination of employment; and (e) failed to provide accurate itemized wage statements. In addition to unpaid wages, statutory penalties, restitution, attorneys’ fees and costs, Plaintiffs also sought derivative civil penalties on behalf of all non-exempt employees in California who worked for Arrowhead in non-exempt positions during the PAGA Period under the California Labor Code Private Attorneys General Act (“PAGA”).

Arrowhead denied (and continues to deny) all of the material allegations in the Action, and asserted numerous affirmative defenses. Further, Arrowhead denied that the Action was appropriate to be certified as a “class” or to proceed on a representative basis, other than for purposes of this Settlement.

In addition to exchanging documents and data (including policies, timekeeping records, and payroll data), the Parties also took depositions of various witnesses. The Parties also participated in a mediation with a respected class and representative action mediator. With the assistance of that mediator, the Parties reached this Settlement. The Parties have since entered into a Joint Stipulation of Class Action Settlement (the “Settlement Agreement”).

On [date of preliminary approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Kane Moon, Esq.
Allen Feghali, Esq.
Jacquelyne VanEmmerik, Esq.
Moon Law Group, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Arrowhead that the claims in the Action have merit or that Arrowhead has any liability to Plaintiffs or to Class Members. The Parties, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Details

As part of the Settlement, Arrowhead has agreed to pay a total gross settlement amount of One Million One Hundred Thousand Dollars (\$1,100,000) (the "Gross Settlement Amount"). From the Gross Settlement Amount, a total of Fifty Thousand Dollars (\$50,000) (the "PAGA Settlement Amount") has been allocated to the settlement of Plaintiffs' claims in the Action pursuant to the PAGA. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount."

The Net Settlement Amount will be the Gross Settlement Amount less the following payments (subject to approval by the Court): (1) Class Counsel's attorneys' fees of up to the amount of Three Hundred Eighty-Five Thousand Dollars (\$385,000); (2) Class Counsel's litigation costs, up to Ninety-Five Thousand Dollars (\$95,000); (3) the expenses incurred by a Court-approved settlement administrator of administering the Settlement, estimated at approximately **Seventy-Five Thousand Dollars (\$75,000)**; (4) Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) to each named Plaintiff (i.e., collectively, Twenty Thousand Dollars (\$20,000)); (5) a payment of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) to the California Labor & Workforce Development Agency ("LWDA"), representing the State of California's 75% share of the PAGA Settlement Amount; and (6) Twelve Thousand Five Hundred Dollars (\$12,500), representing the remaining 25% share of the PAGA Settlement Amount, which will be distributed to PAGA Group Members. After these amounts have been deducted, the remainder (currently estimated to be at least **\$[]**), will be available to be distributed to Class Members based on the formulas set forth below.

The Settlement payments to Class Members and PAGA Group Members shall be calculated and paid by the Settlement Administrator. Settlement payments to each of these groups will be calculated as follows:

- **Class Members:** Class Members who do not timely opt-out of the Settlement are referred to as "Participating Class Members." All Participating Class Members will receive an "Individual Settlement Payment." To calculate Individual Settlement Payments to Participating Class Members, the Settlement Administrator will divide the Net Settlement Amount by the total number of workweeks worked by Participating Class Members during the Class Period and, then, shall multiply this amount by each Participating Class Member's total number of workweeks during the Class Period. In the event a Class Member submits a timely Request for Exclusion from the Settlement, his/her share of the Net Settlement Amount will remain a part of the Net Settlement Amount and will be distributed to other Participating Class Members.
- **PAGA Group Members:** PAGA Group Members (including both Participating Class Members and Class

Members who timely submit a Request for Exclusion from the Settlement) shall also receive a share of the PAGA Settlement Amount allocated to PAGA penalties to PAGA Group Members. To calculate each PAGA Group Member's share of the PAGA Settlement Amount, the Settlement Administrator will divide the \$12,500 allocated to PAGA Group Members' share of the PAGA Settlement Amount by the total number of workweeks worked by PAGA Group Members during the PAGA Period and, then, shall multiply this amount by each PAGA Group Member's total number of workweeks during the PAGA Period. The Individual Settlement Payment for any Participating Class Member who is also a PAGA Group Member shall include the Participating Class Member's share of the PAGA Settlement Amount.

Each Participating Class Member's share of the Net Settlement Amount will be allocated as follows: eighty percent (80%) characterized as alleged wages, subject to standard withholdings and deductions and reported on a Form W-2, and twenty percent (20%) attributable to alleged penalties, liquidated damages and interest and reported on a Form 1099. Each PAGA Group Member's share of the PAGA penalties shall be characterized as one hundred (100%) non-wages and shall be reported on a Form 1099.

If the Court grants final approval of the Settlement, payments to Participating Class Members and PAGA Group Members will be mailed to the address that is on file with the Settlement Administrator, based on Arrowhead's records. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Arrowhead's Records

According to Arrowhead's records:

During the period between September 23, 2019 through [date of Preliminary Approval], you worked for Arrowhead as a non-exempt employee in California for approximately [] workweeks.

If you wish to dispute the workweeks credited to you above, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (i.e., *Carmona et al. v. Arrowhead Products Corporation et al.*, Case No. 30-2022-01295275-CU-OE-CXC); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Payment is based on the number of workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[]. The Individual Settlement Payment is subject to reduction for your share of taxes and withholding with respect to the wage portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Class Release: If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Arrowhead and all its parent, subsidiary, affiliated, and/or related companies and entities (including, without limitation, Industrial Manufacturing Company LLC), past and present, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, members, successors and assigns, agents, accountants, and attorneys, past and present (collectively, the "Released Parties"), of and from the following "Released Class Claims": All claims alleged in the Action or that could have been alleged based on the facts set forth in the operative Complaint in the Action arising out of or related to services performed for Arrowhead during the Class Period, including claims for wages, penalties, interest, attorneys' fees and costs, including, all claims, causes of action, and related requests for relief pursuant to California Labor

Code sections 201, 202, 203, 204, 226, 226.7, 218.5, 218.6, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2802 and Business & Professions Code sections 17200 *et seq.* based upon the alleged Labor Code violations, and the applicable Wage Orders of the Industrial Welfare Commission.

PAGA Release: Regardless of whether you opt-out of the Settlement, if you are a PAGA Group Member, you shall release any and all claims for civil penalties under PAGA alleged in the operative Complaint and the notices sent by Plaintiffs to the LWDA (the “PAGA Notices”) or that could have been alleged based on the facts set forth in the operative Complaint in the Action and the PAGA Notices arising out of, or related to services to or work performed for Arrowhead during the PAGA Period (the “Released PAGA Claims”).

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been advancing all litigation costs and expenses. Accordingly, for their services on this Action, Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$385,000) and reimbursement of litigation costs and expenses in an amount of up to \$95,000 (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount.

F. Enhancement Payment to Plaintiffs

Plaintiffs each will seek the amount of Ten Thousand Dollars (\$10,000) to them individually (the “Class Representative Enhancement Payments”) from the Gross Settlement Amount (i.e., a total of \$20,000), in recognition of their services in connection with the Action and their individual release of all known and unknown claims. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed [REDACTED] (\$) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of workweeks, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. You may, however, submit a dispute regarding the number of workweeks for which you received credit by following the procedures set forth in Section III.B above.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Parties from the Released Class Claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) set forth your name, address, telephone number and last four digits of your Social Security; (b) be signed by you; (c) be returned by mail or fax to the Settlement Administrator at the specified address or fax number indicated in this Notice; (d) clearly state that you do not wish to be included in the Settlement; and (e) be faxed or postmarked on or before [Response Deadline], at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will **not** receive any Individual Settlement Payment from the Settlement, will not be bound by the Released Class Claims, and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Notwithstanding the foregoing, PGA Group Members who submit a timely and valid Request for Exclusion will nonetheless be subject to the PGA Release.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not already submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written Notice of Objection must: (i) your full name, signature, address, and telephone number; and (ii) a written statement of all grounds for your objection accompanied by any legal support for such objection (if any). You may appear at the Final Approval Hearing, either in person or through counsel, at your own expense, regardless of whether you submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Attorneys’ Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

Presently, the Final Approval Hearing is scheduled to take place in Department [redacted] of the Orange County Superior Court, located at [address], on [date], at [time]. The hearing may be continued without further notice to Class Members. You can check the status of the Final Approval Hearing online, by visiting the Court’s website (available at <https://www.occourts.org/online-services/case-access>) and entering in case number 30-2022-01295275-CU-OE-CXC. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you can review the detailed Settlement Agreement and other papers which are on file with the Court.

All papers filed in the Action may be examined by accessing the Court docket, Case Number 30-2022-01295275-CU-OE-CXC, in this case through the Court’s online services system, at <https://www.occourts.org/online-services/case-access>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Action, including Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be inspected at the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. However, please visit the Court’s website at <https://www.occourts.org/> for the most current information about in-person access to the Court.

PLEASE DO NOT TELEPHONE OR EMAIL THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.