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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PHINEAS TISBY, individually, and on behalf of all others similarly situated, Plaintiff, vs. BEL AIR LIGHTING, INC., a limited liability company; and DOES 1 through 10, inclusive, Defendant	Case No.: 25STCV21673 **FIRST AMENDED JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT** Complaint filed: July 22, 2025 Trial date: Not set

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This Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Jesus Barraza Jr. ("Plaintiff") and Defendant Bel Air Lighting, Inc., ("Defendant") (Plaintiff and Defendant collectively, "the Parties," and individually "Party").

1. DEFINITIONS.

1.0. "Action" means *Phineas Tisby v. Bel Air Lighting, Inc*., Los Angeles County Superior Court Case No. 25STCV21673.

1.1. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the neutral entity the Parties have designated to administer the Settlement.

1.2. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed $8,000.00.

1.3. "Class" or "Settlement Class Member" means all current and former non-exempt employees of Defendant who worked for Defendant in California at anytime during the Class Period.

1.4. "Class Counsel" means Moon Law Group, P.C.

1.5. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed 1/3 of the Gross Settlement Amount.

1.6. "Class Counsel Expenses Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed $20,000.00.

1.7. "Class Data" or "Class List" means Class Member identifying information in Defendant's possession, including Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) total work weeks worked during the Class Period, if any; (5) total Pay Periods worked during the PAGA Period, if any; and (6) any other information required by the Settlement Administrator to effectuate the terms of the Settlement.

1.8. "Class Member" means a member of the Class, as either a Participating Class Member or

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Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.

1.9. "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 tracing, and direct contact by the Administrator with Class Members.

1.10. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.11. "Class Period" means July 22, 2021 to May 1, 2026.

1.12. "Class Representative" means the named Plaintiff in the Action, Jesus Barraza Jr.

1.13. "Class Representative Service Payment" means the court-approved payment allocated to the Class Representatives for his services in support of the Action and General Release, not to exceed $7,500.00 to Plaintiff.

1.14. "Court" means the Superior Court of the State of California, County of Los Angeles.

1.15. "Defendant" means the named Defendant in the Action, Defendant Bel Air Lighting, Inc.

1.16. "Defense Counsel" means Littler Mendelson, P.C.

1.17. "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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Funding of the Gross Settlement Amount shall be completed within 30 days following the Effective Date.

1.18. "Final Approval Order" means the Court's Order Granting Final Approval of the

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Settlement.

1.19. "Final Approval Hearing" means the Hearing on Plaintiff's Motion for Final Approval of the Settlement.

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

1.21. "Gross Settlement Amount" means $180,000.00, which is the total amount Defendant agrees to pay under the Settlement, provided that, in the manner described in Paragraphs 3 and 7 below, Defendant will receive credit for the Thirteen Thousand Five Hundred Dollars and Zero Cents ($13,500.00) it already paid in return for Pick-Up Stix releases signed by Settlement Class Members.

1.22. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code ("Labor Code") section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).

1.26. "LWDA PAGA Payment" means the LWDA's 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.27. "Net Settlement Amount" means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class

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Members as Individual Class Payments.

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

1.29. "Operative Complaint" means the Second Amended Complaint filed in the Action.

1.30. "Objection" means a Class Member's written or verbal objection to a term of, or the terms of, the Settlement.

1.31. "PAGA Member" means all current and former non-exempt employees employed by Defendant in California at any time from August 25, 2024 to May 1, 2026.

1.32. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33. "PAGA Period" means August 25, 2024, to May 1, 2026.

1.34. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq*.

1.35. "PAGA Notice" means Plaintiff's April 8, 2026 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed $18,000.00.

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.38. "Plaintiff" means the named Plaintiff in the Action, Jesus Barraza Jr.

1.39. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Released Class Claims" means the claims released as described in Paragraph 5.1.

1.41. "Released PAGA Claims" means the claims released as described in Paragraph 5.2.

1.42. "Released Parties" means Defendant, and all of its present, former, or future parent and/or subsidiary corporations, and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, managing agents, representatives, employees,

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attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, contractors, joint venturers, and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

1.43. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement.

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

1.45. "Workweek" means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant.

2. <u>RECITALS.</u>

2.0. On April 8, 2026, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On July 22, 2025, former Plaintiff Phineas Tisby ("Former Plaintiff") filed this action which alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failed to timely pay final wages at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices. On October 29, 2025, former Plaintiff filed a First Amended Class and Representative Action Complaint adding a ninth cause of action under the California Private Attorneys General Act ("PAGA"), California Labor Code section 2698 et seq.

2.2. Thereafter, former Plaintiff Phineas Tisby elected not to continue representing the class or

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participating in this lawsuit and instructed counsel to dismiss his claims against Defendant. On April 23, 2026, the Court signed an Order relieving Plaintiff former Phineas Tisby of his role as class representative. Plaintiff Jesus Barraza Jr. replaced former Plaintiff, and the Parties stipulated for leave to file a Second Amended Complaint, with Barraza Jr. as the sole named Plaintiff and class and PAGA action representative, and adding the following theories of liability: for alleged failure to pay all wages due based on an alleged rounding theory of liability and Related Penalties including Labor Code Section 1197.1, failure to pay vacation pay in violation of Labor Code Section 227.3, failure to accurately pay California paid sick leave in violation of Labor Code Section 245 to 249, failure to maintain accurate pay and time records in violation of Labor Code Sections 1174, 1174.5, and IWC Orders Nos. 1 and 7 § 7, as both putative class and PAGA claims.

2.3. On February 24, 2026, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Lonnie Giamela, Esq. A settlement in principle was reached.

2.4. Before mediation, Plaintiff obtained through informal discovery, a sample of the time and corresponding payroll records of the Class, Plaintiff Phineas Tisby's personnel file, as well as other Class Member data and documents.

2.5. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged.

3. <u>MONETARY TERMS.</u>

3.0. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay $180,000.00 as the Gross Settlement Amount, less $13,500.00 for amounts previously paid in connection with the *Pick Up Stix* releases signed by Settlement Class Members, which shall be treated as a credit. Defendant will also pay all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately from the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross

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Settlement Amount without requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. 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:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than $7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment to which Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant and the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard. Any reduction by the Court of Plaintiff's Class Representative Service Payment shall not be sufficient grounds to void the Settlement or appeal the Judgment.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Amount, and a Class Counsel Expenses Payment not to exceed

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$20,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are 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 Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will pay the Class Counsel Fees and Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds Defendant and the Released Parties harmless, and indemnifies Defendant and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments. Any reduction by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement or appeal the Judgment.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than $8,000.00 except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than $8,000.00 such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval

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at the Final Approval Hearing.

3.1.4. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment 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. Non-Participating Class Members will not receive an Individual Class Payment. 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.

3.1.4.1. *Pick Up Stix* Release. For Participating Class Members who previously received payments in exchange for a *Pick Up Stix* release, their Individual Class Payment shall be reduced by the amount previously received. Each Participating Class Member under the Settlement will receive at least $5.00.

3.1.4.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Defendant shall be responsible for employer-side payroll taxes owed on the Wage Portion, as set forth in Paragraph 4.0. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for 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 employee taxes owed on their Individual Class Payment.

3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties of $18,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e.,

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$11,700.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., $6,300.00) allocated to the Individual PAGA Payments.

3.1.5.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.5.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties 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. Any reduction by the Court of the amount of PAGA Penalties shall not be sufficient grounds to void the Settlement or appeal the Judgment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days after the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

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4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members who have not submitted a valid and timely Request for Exclusion, including those for whom a 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 and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than fourteen (14) calendar days after 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 for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the

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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 ("CCP") section 384(b).

4.1.4. 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 Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

5.0. Plaintiff Jesus Barraza Jr.'s Release. Plaintiff fully and finally releases and discharges Defendant and the Released Parties from, without limitation, any and all claims whatsoever regarding Plaintiff's employment and/or the termination of that employment including, but not limited to, a release of all claims under the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, and Title VII of the Civil Rights Act of 1964, and the California Labor Code and all equivalent claims under federal law, the Federal Family Medical Leave Act, the California Family Rights Act, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on Defendant's right to terminate the employment

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relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law.

5.0.1. Plaintiff will waive any and all the provisions, rights, and benefits of California Civil Code section 1542, which reads as follows:

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

Plaintiff acknowledges that he may hereafter discover facts different from, or in addition to, those which he now knows or believes to be true regarding the released claims, but that it is his intention to fully, finally, and forever settle and release all Released Class Claims, known or unknown, suspected or unsuspected.

5.0.2. Former Plaintiff Phineas Tisby is not entering into a general release of all claims against Defendant and the Released Parties, as he is seeking to be dismissed from this action as a named plaintiff and representative. Nonetheless, Former Plaintiff Phineas Tisby remains a Class Member and PAGA Member. All PAGA Members, regardless of whether they opted out of the Class portion of the Settlement, remain bound by the PAGA Release.

5.1. Release by Participating Class Members: All Participating Class Members fully and finally release and discharge Defendant and the Released Parties from any and all claims, rights, demands, liabilities, and causes of action, alleged in the Action or that could have been alleged based on the facts pleaded in the Action, arising during the period from July 22, 2021, to May 1, 2026, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay wages (including minimum wages, regular wages, overtime wages, double time wages, vacation wages), failure to pay wages due to rounding, failure to provide compliant meal periods and associated premium pay, failure

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to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to maintain accurate time and payroll records, unreimbursed business expenses, including Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 to 249, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, Unfair or Unlawful Business Practices In Violation Of California Business and Professions Code § 17200, et seq., Wage Order Nos. 1 and 7, Sections 7 and 11, and California Code of Civil Procedure § 1021.5. Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Settlement Class. The Class Release extends through the Class Period.

5.2. Release by Plaintiff and the LWDA: Plaintiff, the State of California by and through the LWDA, 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, Defendant and the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices that are alleged to have occurred during the PAGA Period, including PAGA claims for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 to 249, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq., 2699, Unfair or Unlawful Business Practices In Violation Of California Business and Professions Code § 17200, et seq., Wage Order Nos. 1 and 7, Sections 7 and 11, and California Code of Civil Procedure § 1021.5, restitution, statutory and civil penalties, interest, fees, and costs, and claims arising under California's Private Attorneys General Act ("PAGA"), during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct.* (Dairy), 46 Cal. 4th 969 (2009), Aggrieved

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Employees who exclude themselves from the settlement of class claims shall still receive an individual PAGA payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

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

6.0. Plaintiff's Responsibilities. Not less than five (5) days before the filing deadline, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and 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 and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration 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.

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6.1. 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.

6.2. 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.

7.0. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions 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.

7.1. 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.

7.2. 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.

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7.3. Notice to Class Members.

7.3.1. Class Data. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the 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 the Settlement. 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. This information shall be kept as confidential. The Settlement Administrator may share the number of work weeks and pay periods with counsel for the Parties but shall not share any of the contact information or personal identifying information of Class Members or PAGA Members with Plaintiff's Counsel.

7.3.2. 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.

7.3.3. 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, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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7.3.4. 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.

7.3.5. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA 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.

7.3.6. 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, which ever are later.

7.4. Requests for Exclusion (Opt-Outs).

7.4.1. Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must send the Administrator, by fax, 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). A Request for Exclusion is

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a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.4.2. 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.

7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.4.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5. Challenges to Calculation of Workweeks. Each Class Member shall have 45

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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 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.

7.6. Objections to Settlement.

7.6.1. 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.

7.6.2. 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).

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

7.7. Administrator's Duties. The Administrator has a duty to perform all tasks to

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be performed by the Administrator set forth in this Agreement or otherwise.

7.7.1. Website, Email Address and Toll-Free Number. The Administrator will establish, 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.

7.7.2. 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).

7.7.3. 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 the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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7.7.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator 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.

7.7.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement.

8. ESCALATOR CLAUSE.

8.0. Defendant has certified the number of workweeks that have accrued for all Class Members from July 22, 2021, to February 24, 2026. The Parties negotiated a settlement based on there being 9,064 workweeks through February 24, 2026. If the actual number of workweeks worked through February 24, 2026, should exceed 9,064 by more than ten percent (10%), then Defendant shall increase the GSA by the percentage difference beyond ten percent (10%) between the certified amount of 9,064 and the actual number of workweeks. Defendant represents that as of February 24, 2026, the total number of Workweeks worked by Class Members was 8,997 Workweeks, and the escalator has not been triggered.

9. DEFENDANT'S RIGHT TO WITHDRAW.

9.0. If the number of valid and timely Requests for Exclusion exceeds five percent (5%) of the

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total of all Class Members, Defendant may, in its sole discretion, elect to withdraw from the Settlement. Defendant must exercise this right within ten (10) calendar days after the Settlement Administrator provides notice to the Parties of the total number of valid Requests for Exclusion received. If Defendant elects to withdraw from the Settlement, the Settlement shall be null and void, have no force or effect whatsoever, and all actions taken in furtherance of the Settlement shall be deemed vacated. The Parties shall return to their respective litigation positions as they existed prior to execution of this Agreement. Defendant shall remain responsible for payment of any Settlement Administration costs incurred prior to the date of withdrawal.

10. FINAL APPROVAL.

10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff must provide Defendant's counsel with a draft of the motion for final approval and supporting declarations not less then five (5) days prior to the filing deadline.

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 (5) court days before 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, as determined by mutual agreement of the Parties, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within

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the meaning of this Paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members 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 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, as determined by mutual agreement of the Parties (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall 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 unless the additional expenses are caused solely by one Party's conduct. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any

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material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiffs, on one side, and Defendant, on the other.

11. AMENDED JUDGMENT.

11.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.0. Entire Agreement. This Agreement and the proposed notice to Class Members attached as **Exhibit A** constitute the entirety of the Parties' settlement terms relating to the Settlement.

12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Neither this 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 Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this 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 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void but remains protected by California Evidence Code section 1152.

12.2. Class Certification or Representative Manageability for Other Purposes. The Parties

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stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to class certification will be void. 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 reason. Defendant reserves all available defenses to the claims in the Action. Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right 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.

12.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement, including through social media or any third-party platform. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

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

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this Settlement.

12.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member, directly or indirectly, 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.

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

12.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

12.8. Invalidity of Any Provision. The Parties intend that any provision found invalid be construed to the fullest extent possible to preserve its validity and enforceability consistent with applicable law.

12.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

12.10. Cooperation. The Parties and their counsel will cooperate 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

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seek the assistance of a mediator and/or the Court for resolution.

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

12.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is 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.

12.13. 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.

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

12.15. 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.

12.16. 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.

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

12.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by 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

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agreement, statute, or rule of court. No later than ninety (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, Class Counsel 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 destruction, of Class Data.

12.19. 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.

12.20. 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.

12.21. 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.

12.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiffs, and not their representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to CCP section 664.6.

12.23. 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

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further agree, pursuant to CCP section 583.330, to extend the date to bring the case to trial under CCP section 583.310 for the duration of this settlement approval process.

Signatures on the following page.

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Plaintiff & Class Representative:

Dated: 10/13/2026

By: Signed by: B4DA7C192FDE419...

Plaintiff, Jesus Barraza Jr.

Plaintiff's Counsel: [As to Form Only]

Dated: 10/13/2026

MOON LAW GROUP, P.C.

By: _____

Kane Moon

Attorney for Plaintiff

Defendant:

BEL AIR LIGHTING, INC.

Dated:

By: _____

Print Name

_____

Signature

_____

Title

Defendant's Counsel: [As to Form Only]

Dated:

LITTLER MENDELSON, P.C.

By: _____

Janel Ablon
Krystal Saleh

Attorney for Defendant

Plaintiff & Class Representative:

Dated: By: _____
Plaintiff, Jesus Barraza Jr.

Plaintiff's Counsel: [As to Form Only]

Dated: **MOON LAW GROUP, P.C.**

By: _____
Kane Moon

Attorney for Plaintiff

Defendant: **BEL AIR LIGHTING, INC.**

Dated: October 13, 2026

By: DAVID ZIV
Print Name

_____
Signature

C.E.O.
Title

Defendant's Counsel: [As to Form Only]

Dated: October 13, 2026 **LITTLER MENDELSON, P.C.**

By: Janel R. Ablon
Janel Ablon
Krystal Saleh

Attorney for Defendant

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Exhibit A

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COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Phineas Tisby v. Bel Air Lighting, Inc.
Los Angeles County Superior Court Case No. 25STCV21673

PLEASE READ THIS NOTICE

The Superior Court for the State of California authorized this Notice.

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

Your legal rights are affected whether or not you act.

In the class and representative action against Bel Air Lighting, Inc., Los Angeles County Superior Court Case No. 25STCV21673 ("Action"), Plaintiff Jesus Barraza Jr. ("Plaintiff") alleges Defendant Bel Air Lighting, Inc. ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, et seq. ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable laws.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

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"). You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Class" means all current and former non-exempt employees employed by Defendant in California at any time from July 22, 2021, to May 1, 2026 ("Class Period").

"Aggrieved Employees" means all current and former non-exempt employees employed by Defendant in California at any time from August 25, 2024, to May 1, 2026 ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
You Do Not Need to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member and eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will release your right to assert the claims against Defendant that are covered by this settlement ("Released Claims"). **You do not need to do anything to participate in the settlement.**
You Can Exclude Yourself From the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is**	If you do not want to fully participate in the Settlement or remain in the Class, **then you need to follow the instructions in Section 6.** If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). You also cannot object to any portion of the proposed settlement. See Section 7 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 the claims released in the Release by

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[DATE].	Plaintiff and the LWDA (defined below).
Object to the Settlement **Written Objections Must be Submitted by [DATE].**	If you want to object to any aspect of the proposed Settlement but remain in the Class, **then you need to follow the instructions in Section 7.** If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this notice.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (as defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination of employment; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq*.; and (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, timely and properly paid Class Members all wages due included minimum and overtime wages, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination and during employment, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq*., and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable laws.

The Court has not made any determinations or ruling on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and 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.

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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 final approval.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of $180,000.00 to settle the Action less $13,500 it already paid for Pick-Up Stix releases signed by Settlement Class Members. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the final amounts of which will be decided by the Court:

- An Administrator Expenses Payment not to exceed $8,000.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed $7,500.00 to Class Representative for his services in support of the Action and General Release;
- PAGA Penalties in the amount of $18,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed $20,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed $60,000.00 (1/3 of the Gross Settlement Amount) to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

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

Funding: Defendant shall fully fund the Gross Settlement Amount, less $13,500 for the Pick-Up Stix releases, by transmitting the funds to the Administrator within 30 calendar days after the Effective Date.

"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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions are approved by the Court is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

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Individual Class Payment: You have been credited with ___ Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be $_____. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Eighteen Thousand Dollars ($18,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) ($11,700.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and thirty-five percent (35%) ($6,300.00) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Periods"):

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with ___ PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be $_____. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Workweek Challenges: If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods to the Administrator ("Challenge") via mail, e-mail, or fax to the physical address, e-mail address, or fax number listed in section 3 of this Notice. Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Phineas Tisby v. Bel Air Lighting, Inc.*, Los Angeles County Superior Court Case No. 25STCV21673); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision. Your Challenge must be postmarked, via mail, e-mail, or fax, on or before [Response Deadline] and returned to the Administrator at the following address, via mail, e-mail, or fax number:

[Administrator]
[contact info]

For tax purposes, twenty (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. The Individual PAGA Payment will be allocated as penalties rather than wages and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes it owes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. This Notice is not tax advice, and

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you should consult your tax advisor if you have any questions about the tax consequences of the proposed settlement.

Checks will be valid for one hundred and eighty (180) days. If you don't cash it by the void date, your check will be automatically cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the fund for instructions on how to retrieve your money. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

You should immediately notify the Administrator if you move or otherwise change your mailing address.

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

After the Judgment is final and Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes it owes on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Defendant and the Released Parties from the Released Class Claims. 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 the Released Parties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

"Released Parties" means Defendant, and all of its present, former, or future parent and/or subsidiary corporations, and its past, present and/or future, direct and/or indirect owners, officers, directors, members, managers, managing agents, representatives, employees, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, contractors, joint venturers, and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

Release by Participating Class Members: All Participating Class Members fully and finally release and discharge Defendant and the Released Parties from any and all claims, rights, demands, liabilities, and causes of action, alleged in the Action or that could have been alleged based on the facts pleaded in the Action, arising during the period from July 22, 2021, to May 1, 2026, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay wages (including minimum wages, regular wages, overtime wages, double time wages, vacation wages), failure to pay wages due to rounding, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to maintain accurate time and payroll records, unreimbursed business expenses, including Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 to 249, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, Unfair or Unlawful Business Practices In Violation Of California Business and Professions Code § 17200, et seq., Wage Order Nos. 1 and 7, Sections 7 and 11, and California Code of Civil Procedure § 1021.5. Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Settlement Class. The Class Release extends through the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

After the Judgment is final and Defendant fully funds the entire Gross Settlement Amount (and all employer payroll taxes owed on the wage portions of the Individual Class Payments), all Aggrieved Employees will fully and finally release and discharge Defendant and the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above. 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 be part of any other lawsuit against the Released Parties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

Release by Plaintiff and the LWDA: Plaintiff, the State of California by and through the LWDA, 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, Defendant and the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices that are alleged to have occurred during the PAGA Period, including PAGA claims for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 to 249, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq., 2699, Unfair or Unlawful Business Practices In Violation Of California Business and Professions Code § 17200, et seq., Wage Order Nos. 1 and 7, Sections 7 and 11, and California Code of Civil Procedure § 1021.5, restitution, statutory and civil penalties, interest, fees, and costs, and claims arising under California's Private Attorneys General Act ("PAGA"), during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct*. (Dairy), 46 Cal. 4th 969 (2009), Aggrieved Employees who exclude themselves from the settlement of class claims shall still receive an individual PAGA payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion (i.e., opt out) from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the Class Settlement, you must mail, e-mail, or fax a Request for Exclusion to the Administrator at the address, e-mail address, or fax number listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Phineas Tisby v. Bel Air Lighting, Inc*., Los Angeles County Superior Court Case No. 25STCV21673); and (3) be mailed, e-mailed, or faxed to the specified physical address, e-mail address, or fax number of the Administrator. To be timely, the Request for Exclusion must be postmarked, e-mailed, or faxed no later than the [Response Deadline]. The postmark date, e-mail date, or fax date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. Unless you timely and validly request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement or to any settlement term. If you wish to

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object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof, and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Phineas Tisby v. Bel Air Lighting, Inc*., Los Angeles County Superior Court Case No. 25STCV21673); and (3) be mailed, e-mailed, or faxed to the specified physical address, e-mail address, or fax number of the Administrator. To be timely, the written Objection must be postmarked, e-mailed, or faxed no later than the [Response Deadline]. The postmark date, e-mail date, or fax date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will ***not*** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither**. If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

A Participating Class Member can object (or personally retain a lawyer to object at your own expense) 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. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at ____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department _____, located at_____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:	Attorneys for Defendant:
Kane Moon **MOON LAW GROUP, PC** 725 S. Figueroa St., Suite 3100 Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125 kmoon@moonlawgroup.com	Janel R. Ablon jablon@littler.com Krystal Saleh ksaleh@littler.com **LITTLER MENDELSON, P.C.** 2049 Century Park East, 5th Floor Los Angeles, California 90067.3107 Telephone: 310.553.0308 Facsimile: 800.715.1330

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

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10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. 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.

12. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www._____.com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.