Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

YVONNE LABRA and ANABEL MADRIGAL, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. PENN EMBLEM COMPANY, a Pennsylvania Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2300385 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing Date: October 22, 2025 Time: 8:30 a.m. Dept.: 1 Complaint filed: January 20, 2023

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiffs in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

/ / /

COUNSEL'S EXPERIENCE

2. I have been a member, in good standing, of the State Bar of California since 2001. I am admitted to practice in the United States District Courts for the Central and Southern District of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in California.

3. I have handled well over 500 employee vs. employer litigation matters during my 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled well over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in close to half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $250 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). At one point, my team and I held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

5. I have tried two class and PAGA cases against Fortune 100 companies. In 2018, I was lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior Court and received a $425,000 judgment. In 2019, I was co-counsel in a class action case against Walmart that was tried to the jury in District Court for the Central District, wherein the jury awarded Plaintiffs over $6 million. Following the successful outcome in trial, both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I

have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former nonexempt (hourly paid) employees employed by Defendant in California, including Direct Hires[1] and Temporary Employees[2], at any time during the Class Period of January 20, 2019, through March 17, 2025.

8. The Gross Settlement Amount is $700,000 and, as set forth in the Declaration of Jonathan Paul on behalf of Xpand, the Net Settlement Amount is $396,403.34, as set forth here:

Gross Settlement Amount	**$ 700,000.00**
Attorneys' Fees (1/3)	$ 233,333.33
Litigation Costs	$ 21,023.33
Administrator Costs	$ 9,240.00
PAGA Penalties	$ 20,000.00
Class Representative Service Awards ($10k each)	$ 20,000.00
Net Settlement Amount	**$ 396,403.34**

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was completely successful, as 97.7% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, with zero objections and zero opt-outs, meaning 100% of the Class participated in the Settlement.

11. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

---

[1] "Direct Hires" means and refers to individuals who were nonexempt or hourly employees and were hired directly by Defendant and employed to work for Defendant in California. (S.A. ¶ 14).

[2] "Temporary Employees" means and refers to individuals who were nonexempt or hourly employees and employed by temporary staffing companies including specifically, but not limited to, BRS Staffing, Chartwell/Partners Personnel, Empire Workforce Solutions, Pro Staff Hire, Protech, Solvis, Square One, Pridestaff, Priority Workforce, Partnership Staffing, Team One, Ultimate Staffing, Fairway Staffing, Select Staffing, and Robert Half temporary staffing agencies, and assigned to work at Defendant's warehouses in California. (S.A. ¶ 45).

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all Class Members elected to participate (and no objections were submitted), the presumption of fairness is justified.

13. I believe that the settlement is fair, reasonable, adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations submitted in support thereof, Defendant vigorously challenged Plaintiffs' claims, and Plaintiffs faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendant that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND REASONABLENESS OF REQUEST FEE AND COST AWARDS

14. As set forth above, I have handled over 250 class and representative actions. I have been appointed as class counsel and have successfully resolved approximately half of those cases (while many are ongoing and will successfully resolve in the future) while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class

Actions, cited in *Laguna v. Coverall North America, Inc*., No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[3]

15. When this case was taken on a contingency fee basis, with my firm and co-counsel agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, Class Counsel paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

16. It has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund, which the CA Supreme Court upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of $233,333.33, which is one-third of the Settlement Amount.

17. There are several additional factors why I believe that the Court should award one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts resulted in a very good result for the Class, especially in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive preparation, investigation, mediation, and substantial work thereafter.

18. Second, Plaintiffs faced significant risks going forward with the litigation. As discussed in the motion for preliminary approval, Defendant raised various defenses throughout this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals.

19. Third, Class Counsel are experienced class action litigators. This experience and expertise, combined with the high quality of work performed in this case, resulted in the

[3] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

settlement achieved in this case.

20. Fourth, Class Counsel have been representing Plaintiffs strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. While some cases result in a positive lodestar and some in a negative lodestar like this case, if, despite these hardships and risks, the best my office could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we face when litigating contingency fee cases, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

21. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by my office. Moreover, the award of a one-third fee recovery under the common fund doctrine was approved by the California Supreme Court in *Laffitte*, *supra*, 1 Cal.5th 480, 503.

22. For these reasons, a common fund fee award here in the amount of one-third of the common fund created by Plaintiffs and Class Counsel is fair and reasonable, especially where the actual lodestar for my firm far surpasses the amount requested (as discussed below).

23. At my office, this case was handled by Peter Carlson while I performed the role of the supervising attorney. Peter Carlson's experience is set forth in his declarations, but in sum, he works exclusively with me on employment law matters and has been in practice for 11 years. Peter bills at the hourly rate of $750/hour. I have been in practice for over 23 years, with most of

those years handling complex litigation and for over the last 18 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour.

24. I believe these rates are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are: $878/hour for a 11–19-year attorney and $1,057/hour for a 20+ year attorney).

25. The reasonableness of these rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits.

26. Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is $674 per hour, and the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

27. Here, the combined lodestar for my firm and my co-counsel totals $225,797.50. This includes the following billing information contained in each respective declaration: (A) my firm's lodestar of $148,475 (Mr. Carlson's 143.5 hours at $750, plus my 47 hours at $950 (which includes hours I have billed on the case plus future hours I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter), (B) the lodestar of my co-counsel, Bokhour Law Group, P.C., in the amount of $45,500, and (C) the lodestar of my other co-counsel, Matern Law Group, PC, in the amount of $31,822.50. Thus, our total lodestar reflects only a fractional multiplier of 1.03 (essentially no multiplier). As such, the requested fee is warranted and appropriate because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

28. In the course of prosecuting this action, my office has incurred expenses necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, messenger services, postage, fax transmission expenses, transportation, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be $11,884.80, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as **Exhibit C**). As stated in their respective declarations, my co-counsel have also incurred recoverable costs in the amount of $8,397.50 for Bokhour Law Group, P.C., and $741.03 for Matern Law Group, PC. Thus, in total, our cost request is $21,023.33. Because the Settlement Agreement provided for recovery of costs up to $30,000, the difference between these amounts shall revert to the Net Settlement Amount for distribution to the Class. Defendant does not oppose this request for costs.

29. Pursuant to CMO ¶ H(3), and pursuant to California Rule of Court 3.769, I hereby advise the Court that, under the Joint Prosecution and Fee Splitting Agreement among the counsel representing Plaintiffs in the consolidated litigation. Under this agreement, any

attorneys' fees awarded by the Court will be allocated among counsel as follows: (A) Lauby, Mankin & Lauby – 42.5%, (B) Bokhour Law Group, P.C. – 42.5%, and (C) Matern Law Group, PC – 15%. Plaintiffs were advised of this fee split in writing and authorized the same.

REASONABLENESS OF REQUESTED SERVICE AWARD

30. I also believe that the service award requests of $10,000 to each Class Representative are fair and warranted. They each came forward and worked directly with my office in analyzing the claims and documents, providing valuable information. (See their declarations for supporting information.) Indeed, their participation was an essential element of Defendant's desire to mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiffs also took on various risks, including the risk that they could have been ordered to pay Defendant's costs if they lost and the risk of retaliation and being black-balled in the industry. Defendant does not oppose the requested service awards.

SUBMISSION TO THE LWDA

31. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (*See* Exhibit D hereto).

EXHIBITS AND CONCLUSION

32. A true and correct copy of the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement") is attached hereto as **Exhibit A.**

33. A true and correct copy of the Order granting preliminary approval is attached hereto as **Exhibit B**.

34. A true and correct copy of an itemized statement of my firm's litigation costs is attached hereto as **Exhibit C**.

35. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit D**.

36. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and enhancements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 30, 2025, at Riverside, California.

By: ______________________
Brian J. Mankin, Esq.

EXHIBIT "A"

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on behalf of all others similarly situated

Katherine M. Forster, Esq. [CSB No. 217609]
katherine.forster@mto.com
David W. Moreshead, Esq. [CSB No. 305362]
david.moreshead@mto.com
MUNGER, TOLLES & OLSON LLP
350 S. Grand Ave., 50th Floor
Los Angeles, CA 90071
Tel: (213) 683-9100 | Fax (213) 687-3702

Attorneys for Defendant, Penn Emblem Company

[*Additional Counsel on Next Page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

YVONNE LABRA and ANABEL MADRIGAL, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. PENN EMBLEM COMPANY, a Pennsylvania Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2300385 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

Mehrdad Bokhour, Esq. (CSB No. 285256)
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493 | Fax: (310) 675-0861

Matthew J. Matern (CSB No. 159798)
mmatern@maternlawgroup.com
Joshua D. Boxer (CSB No. 226712)
jboxer@maternlawgroup.com
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Tel: (310) 531-1900 | Fax: (310) 531-1901

Corey B. Bennett (CSB No. 267816)
cbennett@maternlawgroup.com
MATERN LAW GROUP, pc
1330 Broadway, Suite 436
Oakland, California 94612
Tel: (510) 227-3998 | Fax: (310) 531-1901

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

This Class Action and PAGA Settlement Agreement and Release of Claims is entered into by and between Plaintiffs Yvonne Labra and Anabel Madrigal, individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendant Penn Emblem Company, and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Labra v. Penn Emblem Company,* Riverside County Superior Court, Case No. CVRI2300385, and the case of *Madrigal v. Penn Emblem Company*, Riverside County Superior Court, Case No. CVRI2303312, which is being incorporated into the Labra Action.

2. "Aggrieved Employee(s)" means all current and former nonexempt (hourly paid) employees employed by Defendant in California, including Direct Hires and Temporary Employees, at any time during the PAGA Period.

3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement.

4. "Class" is defined all current and former nonexempt (hourly paid) employees employed by Defendant in California, including Direct Hires and Temporary Employees, at any time during the Class Period.

5. "Class Member(s)" refers to individual member(s) of the Class.

6. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP, Mehrdad Bokhour of Bokhour Law Group, P.C., and Corey Bennett and Matt Matern of the Matern Law Group.

7. "Class Data" means a complete list that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include, for each Class Member: the individual's full name; last known address; Social Security Number; and total Individual Workweeks during the Class Period and the total Individual PAGA Workweeks during the PAGA Period (if any).

8. "Class Period" is deemed to be any time during the period of January 20, 2019,

through March 17, 2025.

9. "Class Workweeks" means the total number of workweeks that all Class Members collectively worked during the Class Period.

10. "Consolidated Complaint" refers to the operative Second Amended Complaint, which pleads class action and PAGA representative claims in the Action.

11. "Court" (or "Judge") means the California Superior Court, County of Riverside.

12. "Defendant" means and refers to Defendant Penn Emblem Company.

13. "Defendant's Counsel" or "Defense Counsel" means and refers to Munger, Tolles & Olson LLP.

14. "Direct Hires" means and refers to individuals who were nonexempt or hourly employees and were hired directly by Defendant and employed to work for Defendant in California.

15. "Effective Date" means the latest of the following dates: (i) sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, so long as no appeal is filed; or (ii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

16. "Escalator Clause": Defendant represents that there are approximately 700 Class Members, who collectively worked a total of approximately 44,000 Workweeks during the Class Period. If the total count of Class Workweeks (as contained in the Class Data) exceeds 48,400 (which is 10% more than Defendant's representation), then the Settlement Amount shall increase by $15.91 for each additional workweek above 48,400.

17. "Final Approval" refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties.

18. "Individual Class Payment" refers to each Participating Class Members share of

the Net Settlement Amount, as further discussed in Paragraph 54(c) below.

19. "Individual PAGA Payment" refers to each Aggrieved Employees share of the PAGA Penalties, as further discussed in Paragraph 54(h) below.

20. "Individual PAGA Workweeks" shall mean the total number of workweeks that each class member worked during the PAGA Period.

21. "Individual Workweeks" shall mean the total number of workweeks that each Class Member worked during the Class Period.

22. "Judgment" means the judgment to be rendered by the Court pursuant to this Settlement Agreement.

23. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 54(b) below.

24. "Notice" means the notice of proposed class settlement that will be sent to Class Members, and which will advise each Class Member of the settlement and estimated Individual Class and PAGA Payments, and will further advise of the setting of a Final Approval Hearing.

25. "Notice Packet" means the Notice, Request for Exclusion Form and the Objection Form to be sent to all Class Members.

26. "Objecting Class Member" means a Class Member, other than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 76(c) below.

27. "PAGA Penalties" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well as the Individual PAGA Payment allocated to each Aggrieved Employee.

28. "PAGA Period" is deemed to be any time during the period of January 23, 2022, through March 17, 2025.

29. "PAGA Workweeks" shall mean total number of workweeks that all Class Members worked during the PAGA Period.

30. "Participating Class Member" means any and all Class Members who are deemed

to participate and receive an Individual Class Payment and do not opt-out by submitting timely and valid Requests for Exclusion.

31. "Parties" or "Settling Parties" mean Plaintiffs and Defendant, collectively.

32. "Plaintiffs" or "Class Representatives" means and refers to Plaintiffs Yvonne Labra and Anabel Madrigal.

33. "Preliminary Approval Date" means the date the Court enters a Preliminary Approval Order.

34. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a final approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiffs' motion for preliminary approval but will be provided with a reasonable opportunity to review and comment upon the motion before it is filed.

35. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and from which the settlement payments shall be made.

36. "Released Class Claims" by the Participating Class Members upon Final Approval of the Settlement will include the claims stated in the Consolidated Complaint and those based solely upon the facts in the Consolidated Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay vested vacation, (6) failure to reimburse business expenses, (7) failure to maintain required records, (8) failure to timely pay final wages, (9) failure to provide accurate itemized wage statements, and (10) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

37. "Released PAGA Claims" means any and all PAGA Claims that Plaintiffs alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and

only to the extent that they are alleged in the Consolidated Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay vested vacation, (6) failure to reimburse business expenses, (7) failure to maintain required records, (8) failure to timely pay wages each period, (9) failure to timely pay wages upon separation of employment, (10) failure to provide accurate itemized wage statements, and (11) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period.

38. “Released Parties” means Defendant, and all of its present and former officers, director, employees, and agents, including specifically, but not limited to, BRS Staffing, Chartwell/Partners Personnel, Empire Workforce Solutions, Pro Staff Hire, Protech, Solvis, Square One, Pridestaff, Priority Workforce, Partnership Staffing, Team One, Ultimate Staffing, Fairway Staffing, Select Staffing, and Robert Half temporary staffing agencies.

39. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the Class Members.

40. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 76(a) below.

41. “Settlement Amount” is $700,000, subject to the Escalator Clause and exclusive of Defendant’s obligation to fund its share of payroll taxes owed on Individual Class Payments, as further discussed in Paragraph 54(a) below.

42. “Service Payment” means the amount approved by the Court to be paid to Plaintiffs in addition to their Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

43. “Settlement Administrator” means and refers to Xpand Legal, the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice Packet to the Class Members and distribute the settlement amounts as described in this Agreement.

44. “Settlement Administration Costs” means the costs payable from the Settlement

Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by the Court, regardless of any additional costs that the Settlement Administrator may request or feel is necessary to administer the Settlement.

45. "Temporary Employees" means and refers to individuals who were nonexempt or hourly employees and employed by temporary staffing companies including specifically, but not limited to, BRS Staffing, Chartwell/Partners Personnel, Empirde Workforce Solutions, Pro Staff Hire, Protech, Solvis, Square One, Pridestaff, Priority Workforce, Partnership Staffing, Team One, Ultimate Staffing, Fairway Staffing, Select Staffing, and Robert Half and assigned to work at Defendant's warehouses in California.

B. <u>General Terms</u>

46. On January 20, 2023, Plaintiff Yvone Labra filed a putative class action complaint against Defendant in this Action, alleging that Defendant violated various sections of the Labor Code. On the same day, Plaintiff Labra gave written notice by an online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Then, on April 17, 2023, Plaintiff Labra filed a First Amended Complaint in this Action, alleging putative class and representative PAGA claims, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to pay vested vacation, (f) failure to timely pay wages upon separation of employment, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and (i) related claims under PAGA.

47. On June 29, 2023, Plaintiff Anabel Madrigal filed a separated class action against Defendant in Riverside County Superior Court, entitled *Madrigal v. Penn Emblem Company*,

Case No. CVRI2303312, alleging putative class and representative PAGA claims, including: (a) failure to provide required meal periods, (b) failure to provide required rest periods, (c) failure to pay overtime wages, (d) failure to pay minimum wages, (e) failure to timely pay wages upon separation of employment, (f) failure to maintain required records, (g) failure to provide accurate itemized wage statements, (h) failure to indemnify for business expenses, (i) unfair and unlawful competition, and (j) related claims under PAGA.

48. On February 1, 2024, the Parties attended private mediation with Jeffrey Krivis, but the matter did not settle. Over the course of the next 11 months, the Parties engaged in ongoing negotiations and analysis, and ultimately reached this Settlement. As part of the Settlement, the Parties agreed to consolidate Plaintiff Madrigal's action into Plaintiff Labra's action by stipulating to file the Consolidated Complaint to add Plaintiff Madrigal as a plaintiff and to add any claims in Plaintiff's Madrigal's action that were not already included within Plaintiff's Labra's action. After the Court granted the Parties' stipulation, Plaintiffs filed the operative second amended complaint (the "Consolidated Complaint") on March 7, 2025. On January 15, 2025, Plaintiff Madrigal filed a notice of settlement of her later filed lawsuit in Riverside Superior Court. The Court has set has vacated all upcoming dates in the *Madrigal* Action and has scheduled a Hearing on Order to Show Cause re: Dismissal After Conditional Settlement Pursuant to CRC 3.1385(c) for March 1, 2027.

49. Defendant denies Plaintiffs' claims and allegations and contends that the Action is not suitable for class certification.

50. Plaintiffs believe they can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

51. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery prior to mediation. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of

the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

52. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

53. Stipulation for Class Certification. For settlement purposes only, Defendant stipulates that the Class Members described herein who do not Request Exclusion from the Class may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in this Action in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declare that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declares that they will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

54. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, subject to the Escalator Clause and Defendant's obligation to separately pay its share of employer-side payroll taxes owed on the wage portion of Individual Class Payments, which is the maximum amount that will be paid by Defendant, and this includes payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the Service Payment to Plaintiffs, and Settlement Administration Costs. The Settlement Amount is a material term of this Agreement.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to Plaintiffs as awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Payment, or Settlement Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in (or taken from) the Net Settlement Amount and allocated to the Participating Class Members.

(c) Calculation of Individual Class Payments: Individual Class Payments for the Class will be calculated and apportioned from the Net Settlement Amount based on the number of Individual Workweeks by a Class Member during the Class Period. Each specific Individual Class Payment will be calculated by: (a) dividing the Net Settlement Amount by the number of Class Workweeks by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members' Individual Workweeks. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Individual Workweeks, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

(d) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members shall be allocated as one-third as wages subject to withholding of all applicable local, state and federal taxes, and two-thirds for interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member (as applicable) an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and/or a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payment to Plaintiffs: The amount, if any, awarded to the

Plaintiffs as a Service Payment will be set by the Court in its discretion, not to exceed $10,000 each, in exchange for the service that Plaintiffs performed on behalf of the Class. Defendant agrees not to oppose this request. The Service Payment to Plaintiffs will be paid out of the Settlement Amount. Plaintiffs will be issued an IRS Form 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiffs less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Settlement Amount, plus verified and reasonable litigation costs not to exceed $30,000 ("Attorney's Fees and Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorneys' Fees and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. The final court approved attorney fee award will be allocated as follows: 42.5% to Lauby, Mankin & Lauby LLP, 42.5% to Bokhour Law Group, P.C., and 15% to Matern Law Group, PC.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Settlement Amount, not to exceed $9,240.00, unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement

Administration Costs shall be paid from the increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that $20,000 is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, $15,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 ("PAGA") and $5,000 (25%) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a per-workweek basis, which will be treated as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and the Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR

DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members and Aggrieved Employees will not have to make a claim to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable and will so represent same to the Court.

D. Release by the Participating Class Members

55. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. The scope of the Released Class Claims is a material term of this Agreement and the Parties agree to comply with the Court's Case Management Order in defining the Released Class Claims. To the extent the Court orders the Parties to modify the scope of the Released Class Claims, the Parties will meet and confer in good faith and attempt to address the Court's concern.

56. Each Participating Class Member will be deemed to have made the foregoing release as if by manually signing it.

57. Plaintiffs, on behalf of themselves and the Class, acknowledge and agree that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiffs, on behalf of themselves and the Class, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as follows: "An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

E. Release of PAGA Claims

58. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount, Plaintiffs and the State of California and the LWDA shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period. The scope of the Released PAGA Claims is a material term of this Agreement and the Parties agree to comply with the Court's Case Management Order in defining the Released

PAGA Claims. To the extent the Court orders the Parties to modify the scope of the Released PAGA Claims, the Parties will meet and confer in good faith and attempt to address the Court's concern.

59. Regardless of submitting a valid Request for Exclusion, neither Plaintiffs nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

60. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. <u>Release by Plaintiffs</u>

61. Plaintiffs do hereby, for themselves and their spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiffs' employment with Defendant or the remuneration for or termination of such employment (the "Plaintiffs' Claims").

62. Without limiting the generality of the foregoing, this general release by Plaintiffs includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on

age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for failure to pay minimum wages, (ii) all claims for failure to pay overtime wages, (iii) all claims for failure to provide meal periods, (iv) all claims for failure to provide rest breaks, (v) all claims for failure to pay vested vacation, (vi) all claims for failure to reimburse business expenses, (vii) all claims for failure to maintain required records, (viii) all claims for failure to timely pay final wages, (ix) all claims for failure to provide accurate itemized wage statements, (x) all claims for unfair and unlawful competition; and (xi) all other penalties recoverable for such claims under PAGA.

63. Plaintiffs agree that there is a risk that any injury that they may have suffered by reason of the Released Parties' relationship with them might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Plaintiffs agree to forever and fully release and

discharge the Released Parties and understands that, by the execution of this Settlement Agreement, no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Plaintiffs with respect to claims arising in the time period from the beginning of time to the execution of this Settlement Agreement.

64. Plaintiffs expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Plaintiffs acknowledge and agree that this knowing and voluntary waiver is an essential and material term of this Settlement Agreement, and the Settlement Agreement would not have been entered into without such a waiver.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs knew of, as well as all claims that they does not know or suspect to exist in their favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiffs' claims. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

G. <u>Interim Stay of Proceedings</u>

65. Pending completion of all prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such

as are necessary to effectuate the Settlement.

H. **Notice Process**

66. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice Packet, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, translating the Notice Packet (if applicable) and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

67. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiffs and Defendant notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiffs, Participating Class Members, and Aggrieved Employees, and Class Counsel any tax forms as may be required by law for all amounts paid pursuant to this Agreement.

68. Class Data. Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data,

nothing herein shall prevent Class Counsel from communicating with Class Members regarding the Action and Settlement.

69. Total Workweeks. At least five (5) calendar days prior to mailing the Notice Packet, the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name). In the event that the Class Workweeks triggers the Escalator Clause, the Settlement Administrator shall notify the Parties of the increased Settlement Amount, and shall modify the Notice (where needed) to reflect the increased Settlement Amount and related increased payments from the Settlement Amount, or the revised Class Period, including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs (if applicable), all of which shall be subject to Court approval.

70. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, in English and Spanish, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. For all Class Members, the Notice Packet will include the Notice, a Request for Exclusion Form, and an Objection Form. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

71. Returned Notice Packets. The Settlement Administrator will take steps to ensure that the Notice Packet is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Response Deadline or fifteen (15) calendar days after the remailing of the Notice Packet.

72. Undeliverable – No Updated Address Found. In the event a Notice Packet is returned to the Settlement Administrator by the United States Postal Service as undeliverable because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," and the Settlement Administrator takes steps to search for an updated address, but is unable to find one, or any mailing to any updated address is returned as undeliverable, then the Notice Packet will be deemed delivered to the Class Member, and the Class Member shall be subject to the terms of the Judgment.

73. Presumption Regarding Receipt of Notice Packet. It will be conclusively presumed that if an envelope has not been returned to Settlement Administrator by the Response Deadline that the Class Member received the Notice Packet.

74. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class Payment and Individual PAGA Payment, as well as the number of Individual Workweeks during the Class Period and the Individual PAGA Workweeks during the PAGA Period. Class Members may dispute their Workweeks by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Individual Workweeks or Individual PAGA Workweeks, and estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a final decision. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Individual Workweeks or Individual PAGA Workweeks, object or opt out, except as otherwise provided by this Agreement.

75. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of

due diligence and proof of mailing with regard to the mailing of the Notice Packet.

76. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Class Claims portion of the Settlement. The Notice Packet will inform the Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by completing the Request for Exclusion Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the Response Deadline in order to be timely, unless otherwise provided by this Agreement or unless the Parties otherwise agree in writing. Any such Request must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall attach each Request for Exclusion to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and their counsel, including Defendant and their agents and employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

(b) Binding Effect on Participating Class Members. All Participating Class Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement. Any Class Member, other than Plaintiffs, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement by completing the Objection Form provided within the Notice Packet. Any Class Member that intends to object must mail the Objection Form to the Settlement Administrator. The Objection Form must be postmarked on or before the Response Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall provide any objections to Class Counsel and Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

(d) Failure to Object. Any Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure § 473, and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Approval Hearing.

77. Funding of the Settlement Amount. Defendant shall deposit the Settlement Amount with the Settlement Administrator on the later of December 1, 2026, or 10 days after the Effective Date. Defendant is permitted to make a partial or complete payment of the Gross Settlement Amount prior to the date contemplated by this section, and there shall be no penalty

or any negative consequence to Defendant in the event of any such payment by Defendant.

78. Distribution of Funds. No later than ten (10) calendar days after the deposit of the Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Plaintiffs, the payment to the LWDA for its portion of the PAGA Penalties, and will pay itself the Settlement Administration Costs.

79. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. The release will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

a. If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member. Participating Class Members whose uncashed settlement checks are provided to the California State Controller's Office shall remain subject to the terms of the Judgment.

b. If any Aggrieved Employee's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Aggrieved Employee. Aggrieved Employees whose uncashed settlement checks are provided to the California State Controller's Office shall remain subject to the terms of the Judgment.

I. Duties of the Parties Prior to the Court's Approval

80. Promptly after execution of this Agreement, Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payments;

(b) Approving as to form and content the proposed Notice Packet;

(c) Directing the mailing of the Notice Packet by first class mail to the Class Members;

(d) Preliminarily approving this Settlement;

(e) Preliminarily certifying the class for purposes of this Settlement; and

(f) Advising the LWDA of the proposed Settlement.

J. Duties of the Parties Following Court's Final Approval

81. In connection with the Final Approval Hearing provided for in this Agreement, the Parties shall submit to the Court an agreed-upon proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Plaintiffs, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

K. Voiding the Agreement

82. Provided that the Judgment is consistent with the terms and conditions of this Settlement Agreement, the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of Plaintiff's and or Class Counsel's right to appeal a reduction of the amounts requested for the Enhancement Award, Attorneys' Fees, or Litigation Expenses, or oppose any appeal, appellate proceeding, or post-judgment proceeding.

83. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

84. In the event that five (5) percent or more of the Class Members opt out of the Settlement by submitting opt outs pursuant to this Settlement Agreement, Defendant shall have the option to terminate and void this Settlement and this Agreement.

85. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

86. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in this Agreement.

L. Other Terms

87. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

88. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

89. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

90. No Prior Assignments. The Parties hereto represent, covenant, 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 rights released and discharged by this Agreement.

91. No Admission. Defendant denies any and all liability to Plaintiffs and/or any Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Consolidated Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiffs, have determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

92. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this

Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as part of this Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

93. No Publicity. The Parties will not publicize the Settlement or disclose it to third parties prior to the Court granting Preliminary Approval, except as required or necessary to effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and the Plaintiffs agree that they will not discuss the Settlement with the media, any settlement and verdict reporting service, any social media postings or other Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

94. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Class:

Brian J. Mankin
brian@lmlfirm.com
Lauby, Mankin & Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

To Defendant:

Katherine M. Forster, Esq.
katherine.forster@mto.com
David W. Moreshead, Esq.
david.moreshead@mto.com
Munger, Tolles & Olson LLP
350 S. Grand Ave., 50th Floor
Los Angeles, CA 90071
Tel: (213) 683-9100 | Fax (213) 687-3702

95. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

96. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

97. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

98. Dispute Resolution. Prior to instituting legal action to enforce the provisions of

this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and Defendant may agree to seek the help of the Mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

99. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

100. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

101. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

102. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice Packet will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

103. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: 5/12/2025

PLAINTIFF AND CLASS REPRESENTATIVE

DocuSigned by:
Yvonne Labra
454AE35CA03A484...

Yvonne Labra

Dated: ____________

PLAINTIFF AND CLASS REPRESENTATIVE

____

Anabel Madrigal

Dated: ____________

DEFENDANT PENN EMBLEM COMPANY

____

By: ____________
Title: ____________

APPROVED AS TO FORM:

Dated: 5/13/2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin, Esq.
Attorneys for Plaintiff

Dated: 5/12/2025

CLASS COUNSEL
BOKHOUR LAW GROUP, P.C.

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...

Mehrdad Bokhour, Esq.
Attorneys for Plaintiff

Dated: ____________

CLASS COUNSEL
MATERN LAW GROUP

____

Corey Bennett, Esq.
Attorneys for Plaintiff

Dated: ____________

DEFENSE COUNSEL:
MUNGER, TOLLES & OLSON LLP

____

Katherine Forster, Esq.
David W. Moreshead, Esq.
Attorneys for Defendant

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Yvonne Labra

Dated: 30/05/2025 **PLAINTIFF AND CLASS REPRESENTATIVE**

Anabel Madrigal (May 30, 2025 13:34 PDT)
____
Anabel Madrigal

Dated: 5/22/2025 **DEFENDANT PENN EMBLEM COMPANY**

DocuSigned by:
AA22AA7ED8CD4C5...
____

By: Randi Blumenthal-Joseph
Title: President

APPROVED AS TO FORM:

Dated: ________________ **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin, Esq.
Attorneys for Plaintiff

Dated: ________________ **CLASS COUNSEL**
BOKHOUR LAW GROUP, P.C.

____
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff

Dated: May 23, 2025 **CLASS COUNSEL**
MATERN LAW GROUP

____
Joshua D. Boxer, Esq.
Attorney for Plaintiff

Dated: May 22, 2025 **DEFENSE COUNSEL:**
MUNGER, TOLLES & OLSON LLP

____
Katherine Forster, Esq.
David W. Moreshead, Esq.
Attorneys for Defendant

EXHIBIT “B”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

YVONNE LABRA and ANABEL MADRIGAL, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiffs,

vs.

PENN EMBLEM COMPANY, a Pennsylvania Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2300385
[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]

~~[PROPOSED]~~ ORDER: Granting

1) PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT;

2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;

3) DIRECTING DISTRIBUTION TO THE CLASS OF THE SETTLEMENT NOTICE AND EXPLANATION FORM; AND

4) SETTING A HEARING FOR FINAL APPROVAL OF THE SETTLEMENT

Having reviewed the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement" or "S.A."), which is attached as Exhibit A to the Supplemental Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on June 2, 2025, between Plaintiffs Yvonne Labra and Anabel Madrigal and Defendant Penn Emblem Company (collectively, the "Parties"), as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

1. The Court GRANTS preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of arms-length negotiations conducted after the Parties adequately investigated and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

2. For settlement purposes only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently defined community of interest among the Class Members in questions of law and fact. The Court, therefore, conditionally certifies the following Class, for settlement purposes only: All current and former nonexempt (hourly paid) employees employed by Defendant in California, including Direct Hires and Temporary Employees, at any time during the Class Period. ("Direct Hires" means and refers to individuals who were nonexempt or hourly employees and were hired directly by Defendant and employed to work for Defendant in California. "Temporary Employees" means and refers to individuals who were nonexempt or hourly employees and employed by temporary staffing companies including specifically, but not limited to, BRS Staffing, Chartwell/Partners Personnel, Empire Workforce Solutions, Pro Staff Hire, Protech, Solvis, Square One, Pridestaff, Priority Workforce, Partnership Staffing, Team One, Ultimate Staffing, Fairway Staffing, Select Staffing, and Robert

Half temporary staffing agencies and assigned to work at Defendant's warehouses in California.)

3. Additionally, the "Aggrieved Employees" are defined to include: All current and former nonexempt (hourly paid) employees employed by Defendant in California, including Direct Hires and Temporary Employees, at any time during the PAGA Period.

4. The class action settlement set forth in the Settlement Agreement between Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

5. For settlement purposes only, the Court appoints Plaintiffs Yvonne Labra and Anabel Madrigal as Class Representatives, and Brian Mankin, Peter Carlson, Mehrdad Bokhour and Corey Bennett as Class Counsel.

6. The Court approves Xpand Legal to act as the Settlement Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement Agreement, including but not limited to paragraphs 66 to 79. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form received by the Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

7. The Court approves, as to form and content, the Class Notice, Exclusion Form and Objection Form (attached hereto as Exhibits A, B and C, respectively) that the Class Members may use. The Court further finds the Class Notice, Exclusion Form and Objection Form fairly apprise the Class Members of the terms of the proposed settlement and of their options in connection with the settlement.

8. Class Members who wish to request exclusion or object to the Settlement via the Exclusion Form and/or Objection Form are directed to mail the appropriate form above to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice. Additionally, Class Members may dispute Weeks Worked by following the requirements and time periods set forth in the Notice.

9. The Settlement Administrator is directed to mail the Notice, Request for Exclusion Form and Objection Form by first class mail to the Class Members in English and Spanish in accordance with the Settlement Agreement and schedule set forth below. The Settlement Administrator shall also translate the Notice Packet from English to Spanish.

10. The Court finds that the deadlines and methods set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law.

11. The Court directs the Settlement Administrator to perform address verification measures and mail the Notice Packet by first class mail to the Class Members not later than 10 days after it receives the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Notice Packet to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

/ / /

/ / /

/ / /

/ / /

14. The following dates shall govern for purposes of this settlement:

June 5, 2025	Preliminary Approval (PA) hearing
July 7, 2025 *(31 days after PA)*	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
August 21, 2025 *(45 days after mailing)*	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: October 22, 2025, 2025 Time: 8:30 a.m.	Final Approval Hearing

15. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representatives.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiffs or the Class Members in this Action as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party; and

18. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: June 5, 2025

Honorable Harold Hopp

EXHIBIT “C”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00526 Labra v Penn Emblem Company (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Yvonne Labra							
14000-00526 Labra v Penn Emblem Company							
01-20-2023	Approved	E108 Postage	Chiarito, Tracie	18.70	0.00	1.00	18.70
	Postage for January 2023						
01-20-2023	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	52.00	10.40
	52 copies @ .20 each - Letters to company						
01-20-2023	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Fees to LWDA to submit PAGA letter						
01-26-2023	Approved	Attorney Service	Chiarito, Tracie	1,510.02	0.00	1.00	1,510.02
	OneLegal Order #19678689 - file complaint						
02-27-2023	Approved	Attorney Service	Chiarito, Tracie	193.55	0.00	1.00	193.55
	Bosco Inv #8298670 Serve: Penn Emblem Company, a Pennsylvania Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference (To: Brian Mankin); Notice of Case Management Conference (To: Yvonne Labra); Notice of Case Management Conference (To: Penn Emblem Company); ADR Court: Riverside County Superior Court - Central District						
03-10-2023	Approved	E112 Court fees	Chiarito, Tracie	12.00	0.00	1.00	12.00
	RVSC fee for copy of CMO						
03-13-2023	Approved	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
	OneLegal Order #19999626 - file Proof of Service						
03-20-2023	Approved	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
	OneLegal order #20044891 - file Joint Statement						
03-28-2023	Approved	Attorney Service	Chiarito, Tracie	13.33	0.00	1.00	13.33
	OneLegal Order #20100905 - submit First Amended Complaint						
04-11-2023	Approved	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
	OneLegal Order #20174303 - file stip and order re FAC						
04-17-2023	Approved	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
	OneLegal Order #20227948 - file FAC						
05-22-2023	Approved	E125 Mediation fees	Chiarito, Tracie	5,000.00	0.00	1.00	5,000.00
	Invoice #24967 from First Mediation for 2/1/24 mediation with Jeff Krivis						
05-31-2023	Approved	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
	OneLegal Order #20513593 - file Stip and Order to Cont CMC						
02-15-2024	Approved	E119 Experts	Chiarito, Tracie	3,397.50	0.00	1.00	3,397.50
	Berger Consulting Inv #9457						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00526 Labra v Penn Emblem Company (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Yvonne Labra							
14000-00526 Labra v Penn Emblem Company							
02-23-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal Order #22304056 - file Joint Statement						
02-29-2024	Approved	Attorney Service	Chiarito, Tracie	9.63	0.00	1.00	9.63
	LoopUp Inv #468543 Dated 2-29-24 for 2/22/24 conference call						
04-11-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal Order #22646954 - file Stip and Order to Cont CMC						
05-08-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal order #22853424 - file Stip and Order to Cont CMC						
06-05-2024	Approved	Attorney Service	Chiarito, Tracie	39.89	0.00	1.00	39.89
	OneLegal Order #23053213 - file stip and order to cont CMC						
08-05-2024	Approved	Attorney Service	Chiarito, Tracie	39.89	0.00	1.00	39.89
	OneLegal Order #23453336 - file Stip and Order to Cont CMC						
08-31-2024	Approved	E119 Experts	Chiarito, Tracie	918.00	0.00	1.00	918.00
	Creal & Creal Inv #183120						
10-03-2024	Approved	Attorney Service	Chiarito, Tracie	42.64	0.00	1.00	42.64
	OneLegal Order #23857127 - file Stip and Order to Cont CMC						
12-04-2024	Approved	Attorney Service	Chiarito, Tracie	42.64	0.00	1.00	42.64
	OneLegal Order #24250862 - file Stip and Order to Cont CMC						
02-26-2025	Approved	Attorney Service	Chiarito, Tracie	44.71	0.00	1.00	44.71
	OneLegal Order #24769185 - file Stip and Order to Cont CMC/Set MPA						
03-07-2025	Approved	Attorney Service	Chiarito, Tracie	44.71	0.00	1.00	44.71
	OneLegal Order #24818378 - file Stip and Order to File SAC						
03-25-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #24878570 - file Amended Complaint						
05-27-2025	Approved	Attorney Service	Chiarito, Tracie	86.01	0.00	1.00	86.01
	OneLegal Order #25374559 - file MPA						
05-30-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #25474870 - file Declaration of Madrigal						
06-03-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #25512202 - file Supp BJM Dec and Proposed Order						
06-04-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #25524137 - file Revised Proposed Order						
09-30-2025	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00526 Labra v Penn Emblem Company (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Yvonne Labra							
14000-00526 Labra v Penn Emblem Company							
	Estimated costs to file MFA and supporting documents						
						Project Total	**11,884.80**
						Client Total	**11,884.80**
						Grand Total	**11,884.80**

EXHIBIT “D”